

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N :

**KEB HANA BANK as trustee of IGIS GLOBAL PRIVATE PLACEMENT REAL
ESTATE FUND NO. 301 and as trustee of IGIS GLOBAL PRIVATE
PLACEMENT REAL ESTATE FUND NO. 434**

Applicant

- and -

**MIZRAHI COMMERCIAL (THE ONE) LP, MIZRAHI DEVELOPMENT
GROUP (THE ONE) INC., and MIZRAHI COMMERCIAL (THE ONE) GP INC.**
Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF
THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS
AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, c. C. 43, AS AMENDED**

**RESPONDING MOTION RECORD OF
GAMMA WINDOWS AND WALLS INTERNATIONAL INC.
(returnable JUNE 6, 2024)**

June 5, 2024

McMILLAN LLP
Brookfield Place
181 Bay St, Suite 4400
Toronto ON M5J 2T3

Glenn Grenier LS#: 32272T
glenn.grenier@mcmillan.ca
Tel: (416) 307-4005

Jeffrey Levine LS#: 55582H
jeffrey.levine@mcmillan.ca
Tel: (416) 865-7791

Lawyers for the Respondent,
Gamma Windows and
Walls International Inc.

TO: **THE SERVICE LIST**

INDEX

Tab	Document	Page
1	Affidavit of Jimmy Zhao affirmed June 4, 2024	1
A	Exhibit “A” – Subcontract 1	11
B	Exhibit “B” – Settlement Agreement	195
C	Exhibit “C” – Letter from Receiver dated October 20, 2023	213
D	Exhibit “D” – Gamma Invoice 1808-49	216
E	Exhibit “E” – Gamma Notice of Default dated December 21, 2023	231
F	Exhibit “F” – Email thread ending December 23, 2023 re. Gamma Holdback Invoice	234
G	Exhibit “G” – Letter to Contractors and Trades dated February 26, 2024	244
H	Exhibit “H” – Skygrid Letter to Contractors and Trades dated March 6, 2024	250
I	Exhibit “I” – Email of March 13, 2024 attaching unpaid Gamma invoices	256
J	Exhibit “J” – Invoice 1808-56 dated March 12, 2024 as approved	287
K	Exhibit “K” – Email thread ending April 18, 2024 re payment of Gamma invoices	302
L	Exhibit “L” – Email from J. Isenegger dated April 30, 2024 re alleged remaining works	306
M	Exhibit “M” – Notice of Default dated May 15, 2024	310
N	Exhibit “N” – Email to counsel for Receiver dated May 16, 2024 re non-payment of Gamma invoices	314
O	Exhibit “O” – Notice of Lien dated May 30, 2024	352

TAB 1

Court File No.: CV-23-00707839-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N :

**KEB HANA BANK as trustee of IGIS GLOBAL PRIVATE PLACEMENT REAL
ESTATE FUND NO. 301 and as trustee of IGIS GLOBAL PRIVATE
PLACEMENT REAL ESTATE FUND NO. 434**

Applicant

- and -

**MIZRAHI COMMERCIAL (THE ONE) LP, MIZRAHI DEVELOPMENT
GROUP (THE ONE) INC., and MIZRAHI COMMERCIAL (THE ONE) GP INC.**
Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243 OF
THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS
AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C. 43, AS AMENDED**

**AFFIDAVIT OF JIMMY ZHAO
(Sworn JUNE 4, 2024)**

I, Jimmy Zhao, of the City of Vaughan, Ontario, SOLEMNLY AFFIRM:

1. I am a contract manager for Gamma Windows and Walls International Inc. (“**Gamma**”) in connection with various contracts between Gamma and Mizrahi Inc. (“**Mizrahi**”), the former construction manager for construction of The One in Toronto. I have held my position at Gamma for several years, and as such have personal knowledge of the matters described below. Where I do not have direct knowledge, I have stated the source of my information and believe it to be true.

2. I affirm this affidavit in response to the motion of Alvarez & Marsal Canada Inc. in its capacity as Court-appointed receiver and manager, without security, of all of the

assets, undertakings and properties of the Respondents in this Application (the “**Receiver**”) to, among other things, establish conditions under which the Receiver would have the discretion to release holdback owing to Gamma and other trades who have supplied work to The One (the “**Holdback Release Order**”). Gamma objects to the conditions contemplated for release of its holdback in the Holdback Release Order.

3. I also swear this affidavit in support of a request for other relief in Gamma’s favour, including a direction that the Receiver immediately satisfy all Gamma invoices outstanding.

Gamma’s Contracts with Mizrahi

4. Gamma is a Canadian contractor specializing in curtain wall, recladding and window wall supply and installation involving projects across the country from offices in Toronto, Montreal, Quebec City and Vancouver. Gamma is the Canadian division of Gamma North America which in turn is part of the largest construction and engineering enterprise in the world.

5. Gamma and Mizrahi entered a subcontract on May 17, 2019 for, among other things, an exterior building envelope system for The One, up to level 18 of the building, for a total price, before tax, of approximately \$47 million (“**Subcontract 1**”). A copy of Subcontract 1 is attached as Exhibit “**A**.”

6. Contemporaneously with Subcontract 1, Gamma and Mizrahi entered a further subcontract on May 17, 2019 for, among other things, an exterior building envelope

system for The One, from level 19 to the top of the building, for a total price, before tax, of approximately \$42 million (“**Subcontract 2**”).

7. Subsequent to the execution of Subcontracts 1 and 2, Gamma and Mizrahi had several disputes over delays in construction at The One for which Gamma was not responsible, and defaults under Subcontract 1 alleged by Mizrahi. Gamma was not prepared to continue working on The One in the face of these disputes and under the terms of Subcontracts 1 and 2. To induce Gamma to continue supplying to The One, Mizrahi agreed to a comprehensive settlement between Gamma and Mizrahi to resolve all existing issues between them. A copy of the comprehensive settlement agreement made as of June 8, 2023 (the “**Settlement Agreement**”) is attached as Exhibit “**B**.”

8. The Settlement Agreement included the following terms:

- (a) over \$15 million of Gamma’s work was descope from Subcontract 1, and Subcontract 2 was terminated;
- (b) the parties settled Gamma’s November 28, 2022 cost escalation claim of \$15.5 million for \$8.0 million (plus HST), which Mizrahi agreed to pay in accordance with a payment schedule based on Gamma’s achievement of various construction milestones¹ but no later than October 31, 2023.²
- (c) provided for the release of holdback;³ and
- (d) contemplated that further installation work could be descope at Gamma’s option from Subcontract 1 if the necessary predecessor work (by others) was not in place by September 30, 2023. The value to be attributed to such

¹ Settlement Agreement, subparagraph 3(h).

² Settlement Agreement, subparagraph 18(b).

³ Settlement Agreement, paragraph 15.

descopeing was in accordance with Subcontract 1's Statement of Values and was attached as Annex A to the Settlement Agreement.⁴

9. Thereafter, Gamma continued its work under Subcontract 1 as modified by the Settlement Agreement.

Appointment of the Receiver and Initial Dealings

10. This Court appointed the Receiver by order dated October 18, 2023.

11. On October 20, 2023, Gamma received a letter from the Receiver of the same date (the "**Receiver's First Letter**"), a copy of which is attached as Exhibit "C."

12. In the Receiver's First Letter, the Receiver noted that Mizrahi was continuing in its capacity as the General Contractor of The One Project under the supervision of the Receiver. Further the Receiver's First Letter indicated that "all contractors and trades are required to continue providing goods and services, and will continue to be paid in the ordinary course."

13. For a few weeks after the Receiver's appointment, Gamma's work at The One proceeded as it had prior to the appointment, with any issues pertaining to Gamma and Mizrahi's compliance with their respective obligations under Subcontract 1 and the Settlement Agreement sorted out between them in the ordinary course. At the end of November 2023, however, Gamma was supposed to be paid under the Settlement Agreement for a holdback invoice dated October 11, 2023 for \$514,225.91 (inclusive of

⁴ Settlement Agreement, paragraph 18.

tax) (the “**October 2023 Holdback Invoice**”). A copy of the October 23 Holdback Invoice is attached as Exhibit “**D.**”

14. By December 2023, Mizrahi had not satisfied the October 2023 Holdback Invoice. I learned from speaking with Esteban Yanqueleveh, Vice-President of Construction at Mizrahi and Gamma’s contact there, that the Receiver refused to make funds available to make the payment. Accordingly, Gamma issued a Notice of Default setting out the provisions of Subcontract 1 and the Settlement Agreement breached as a result of the non-payment (the “**December 2023 Notice of Default**”). A copy of the December 2023 Notice of Default is attached as Exhibit “**E.**”

15. After a dialogue with the Receiver through Gamma’s counsel, McMillan LLP (“**McMillan**”), the Receiver agreed on December 23, 2023 to have the October 2023 Holdback Invoice satisfied in full no later than December 29, 2023, and payment was received by that date. A copy of the email exchange leading to the Receiver’s agreement is attached as Exhibit “**F.**”

Mizrahi’s Removal

16. On February 27, 2024, Gamma received a letter from the Receiver (the “**Receiver’s Second Letter**”), a copy of which is attached as Exhibit “**G,**” addressed to all contractors, trades and suppliers to The One, explaining that the Receiver delivered a notice of disclaimer, effective March 13, 2024, to Mizrahi in its capacity as general contractor and developer of The One on February 26, 2024, and that effective March 13, 2024, SKYGRiD Construction Inc. (“**SKYGRiD**”) would act as the new construction manager in respect of The One. As with the Receiver’s First Letter, the Receiver’s Second

Letter notified addressees that “Monthly payments due to contractors, trades and other suppliers to The One Project will continue to be funded by the Receiver in the ordinary course.”

17. One week later, on March 6, 2024, Gamma received a letter from SKYGRiD addressed to all contractors, trades and suppliers to The One, a copy of which is attached as Exhibit “H.” SKYGRiD’s letter explained that “existing price arrangements as set out in your existing contact (sic) agreements will govern the charges for ongoing work instructed by the Receiver” and that “Monthly payments due to contractors, trades and other suppliers to The One Project will continue to be funded by the Receiver in the ordinary course.”

18. I understand from reading this Court’s order dated March 7, 2024 that this Court appointed SKYGRiD in place of Mizrahi as construction manager for The One with an effective date of March 13, 2024.

19. On March 13, 2024, I submitted Gamma’s monthly invoices (“**Gamma’s Unpaid Invoices**”), prepared in accordance with Subcontract 1 and the Settlement Agreement, to Knightsbridge Development Corporation (“**Knightsbridge**”), The One’s project manager, and the Receiver, with a copy to Jonathan Isenegger and Todd Hallam, formerly project managers for Mizrahi that transferred to SKYGRiD after Mizrahi was terminated. A copy of my email of March 13, 2024 is attached as Exhibit “I.”

20. The first of the two monthly invoices was for work progress in the total amount of \$619,133.59 which Mr. Isenegger expressly approved for payment. The second of the two monthly invoices was for the release of holdback in the total amount of \$99,608.25. Mr.

Yanqueleveh subsequently approved the invoice for the release of holdback in the amount of \$82,970.67 after making adjustments in accordance with Mizrahi's normal practice. A copy of the second of the two monthly invoices as approved by Mr. Yanqueleveh is attached as Exhibit "J."

Receiver's Refusal to Satisfy Gamma's Unpaid Invoices

21. Under the terms of Subcontract 1 and the Settlement Agreement, invoices are to be paid within 30 days of submittal. I reached out to the Receiver on April 12, 2024 for a status update on the satisfaction of Gamma's Unpaid Invoices. The Receiver responded promptly the next day, indicating it would make inquiries with Knightsbridge and SKYGRiD.

22. On April 18, 2024, the Receiver explained by email to me that no payment would be made until: (i) SKYGRiD reviewed all invoices and work performed; and (ii) prepared a summary of: (a) remaining scope; and (b) open deficiencies. A copy of my exchange of correspondence with the Receiver from April 12, 2024 to April 18, 2024 is attached as Exhibit "K."

23. These conditions for payment were particularly frustrating because Mr. Isenegger, now a SKYGRiD employee, had already approved the first of Gamma's Unpaid Invoices while a Mizrahi employee.

24. I met with Mr. Isenegger and other SKYGRiD representatives on April 30, 2024. During the meeting, Mr. Isenegger sent me an email, a copy of which is attached as Exhibit "L," attaching a chart setting out the remaining items due from Gamma to The One under

Gamma's original scope of work as modified by the Settlement Agreement. In the same chart, SKYGRiD offered its opinion on the cost to complete each item in that scope of work from parties other than Gamma.

25. I attended a further meeting with representatives of the Receiver and Knightsbridge on May 12, 2024. At the meeting, Knightsbridge took the position that the Receiver was not obliged to satisfy Gamma's Unpaid Invoices because they had not been certified by a payment certifier. Further, Knightsbridge's view was that the Receiver should not satisfy Gamma's Unpaid Invoices because Knightsbridge could not accurately estimate the value of all of the work already completed. As such, the Receiver was going to refrain from any further payments to Gamma until all of the work contemplated in Gamma's original scope modified by the Settlement Agreement was completed, either by Gamma or some other party.

26. Gamma disputes that there is any validity whatsoever to the Receiver's position. Gamma has satisfied all of its obligations owing to date under Subcontract 1 and the Settlement Agreement and is entitled to payment on Gamma's Unpaid Invoices in accordance with the terms of those agreements. The Receiver, in failing to pay, is unilaterally imposing payment conditions on Gamma that Gamma never agreed to, and in respect of work Gamma completed during the course of this receivership and months after the Receiver's First Letter indicating that Gamma would be paid for its work in the ordinary course.

27. Given the Receiver's position, Gamma issued a notice of default. A copy of Gamma's notice of default delivered to the Receiver and SKYGRiD on May 15, 2024 (the

“**May 2024 Notice of Default**”) is attached as Exhibit “**M.**” I have first-hand knowledge of the facts described in the May 2024 Notice of Default and confirm their truth.

28. Through counsel, Gamma provided its further explanation as to why the Receiver should satisfy Gamma’s Unpaid invoices by email sent May 16, 2024, a copy of which is attached as Exhibit “**N.**”

29. While counsel to the Receiver has accepted a without-prejudice call to discuss Gamma’s Unpaid Invoices with McMillan, Gamma has not received any response of substance to the May 2024 Notice of Default or McMillan’s email of May 16, 2024.

30. Gamma filed a lien with the Receiver in accordance with this Court’s Lien Regularization Order dated March 7, 2024. A copy of Gamma’s lien, dated May 30, 2024, is attached as Exhibit “**O.**”

Gamma is Prejudiced by the Receiver’s Latest Motion

31. The Receiver’s pending motion for, among other things, the discretion to release holdback owed to Gamma and other subcontractors, provided certain conditions are met according to the Receiver, adds insult to Gamma’s injury. In particular, paragraph 3 of the draft Order (Holdback Release) as proposed by the Receiver, contemplates the Receiver being granted the discretion to distribute holdback “subject to the Holdback Release Conditions being satisfied (or waived) as determined by the Receiver in its sole discretion, including execution of a Holdback Release Agreement satisfactory to the Receiver by each Holdback Party.”

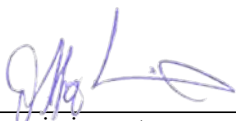
32. The “Holdback Release Agreement” attached as Appendix “D” to the Receiver’s Second Report contemplates several objectionable provisions that Gamma would apparently be obliged to agree to so as to have any right to its earned holdback. For example:

- (a) Paragraph 4 of the Holdback Release Agreement calls for Gamma to indemnify the Receiver for any claims arising from the release of holdback to Gamma; and
- (b) Paragraph 6 of the Holdback Release Agreement calls for Gamma, on payment of the holdback described in the Receiver’s materials, to release its claim for payment to any other amounts owing to Gamma in respect of work completed before March 13, 2024, which amounts would include the amounts included in Gamma’s Unpaid Invoices.


33. Gamma already negotiated comprehensive payment mechanics in Subcontract 1 in 2019, then renegotiated more favourable payment mechanics in the Settlement Agreement in 2023 that were required to incentivize it to continue to work in the face of several Mizrahi defaults. It is unfair to impose, unilaterally, yet another set of payment mechanics on Gamma which require that Gamma release its right to approximately \$702,000 fairly earned following representations of the Receiver that Gamma would be paid in the ordinary course.

AFFIRMED BEFORE ME: ☐ in person ☒ by video conference
by Jimmy Zhao at the City of Vaughan before me at the City of Toronto on June 4,
2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration
Remotely.

Commissioner for Taking Affidavits (*or as may be*)



Signature of Commissioner (*or as may be*)
Jeffrey Levine, Barrister and Solicitor, LSO#55582H



Jimmy Zhao

Digitally signed by Jimmy Zhao
DN: C=CA,
E=Jimmy.Zhao@gammans.com,
O=Gamma Windows & Walls
International Inc., CN=Jimmy Zhao
Date: 2024.06.04 18:09:41-04'00'

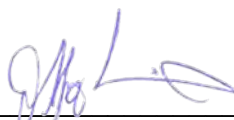
This is Exhibit "A" referred to in the

Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits (or as may be)

stipulated price subcontract

Project:

THE ONE - 1 Bloor Street West

Subcontract Work: 08 44 50 - Exterior Building Envelope System - Preconstruction, VMU, PMU and all supply and installation up to and including level 18
Subcontract #1

Apply a CCA 1 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCA 1 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

Canadian Construction Association
2008 Copyright

TABLE OF CONTENTS

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

Article 1A	Work to be Performed
Article 2A	Conflict Between the Prime Contract and Subcontract
Article 3A	Subcontract Documents
Article 1B	Work to be Performed
Article 2B	Conflict Between the Prime Contract and Subcontract
Article 3B	Subcontract Documents
Article 4	Schedule
Article 5	Subcontract Price
Article 6	Payment
Article 7	Receipt of and Addresses for Notices in Writing
Article 8	Language of the Subcontract

DEFINITIONS

1.	Change Directive
2.	Change Order
3.	Construction Equipment
4.	Contract Documents
5.	Drawings
6.	Notice in Writing
7.	Owner, Consultant, Contractor, Subcontractor
8.	Place of the Work
9.	Prime Contract
10.	Product
11.	Project
12.	Provide
13.	Shop Drawings
14.	Specifications
15.	Subcontract
16.	Subcontract Documents
17.	Subcontract Price
18.	Subcontract Time
19.	Subcontract Work
20.	Substantial Performance of the Subcontract Work
21.	Substantial Performance of the Work
22.	Sub-Subcontractor
23.	Supplemental Instruction
24.	Temporary Work
25.	Value Added Taxes
26.	Work
27.	Working Day

SUBCONTRACT CONDITIONS

PART 1 GENERAL PROVISIONS

SCC 1.1	Documents
SCC 1.2	Assignment

PART 2 ADMINISTRATION OF THE SUBCONTRACT

SCC 2.1	Supplemental Instructions
SCC 2.2	Review and Inspection of the Work
SCC 2.3	Defective Work

PART 3 EXECUTION OF THE WORK

SCC 3.1	Construction by Contractor or Other Subcontractors
SCC 3.2	Temporary Services
SCC 3.3	Supervision
SCC 3.4	Sub-Subcontractors
SCC 3.5	Shop Drawings
SCC 3.6	Use of the Work
SCC 3.7	Cutting and Remedial Work
SCC 3.8	Cleanup
SCC 3.9	Payment of Accounts

PART 4 ALLOWANCES

SCC 4.1	Cash Allowances
---------	-----------------

PART 5 PAYMENT

SCC 5.1	Applications for Payment
SCC 5.2	Withholding of Payment
SCC 5.3	Non-Conforming Work

PART 6 CHANGES IN THE WORK

SCC 6.1	Contractor's Right to Make Changes
SCC 6.2	Change Order
SCC 6.3	Change Directive
SCC 6.4	Concealed or Unknown Conditions
SCC 6.5	Delays
SCC 6.6	Claims for a Change in Subcontract Price

PART 7 DEFAULT NOTICE

SCC 7.1	Contractor's Right to Perform the Subcontract Work, Terminate the Subcontractor's Right to Continue with the Subcontract Work or Terminate the Subcontract
SCC 7.2	Subcontractor's Right to Suspend the Subcontract Work or Terminate the Subcontract

PART 8 DISPUTE RESOLUTION

SCC 8.1	Interpretation and Instruction of the Contractor
SCC 8.2	Negotiation, Mediation and Arbitration
SCC 8.3	Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY

SCC 9.1	Protection of Work and Property
SCC 9.2	Toxic and Hazardous Substances
SCC 9.3	Artifacts and Fossils
SCC 9.4	Construction Safety
SCC 9.5	Mould

PART 10 GOVERNING REGULATIONS

SCC 10.1	Taxes and Duties
SCC 10.2	Laws, Notices, Permits, and Fees
SCC 10.3	Patent Fees
SCC 10.4	Workers' Compensation

PART 11 INSURANCE AND CONTRACT SECURITY

SCC 11.1	Insurance
SCC 11.2	Contract Security

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

SCC 12.1	Indemnification
SCC 12.2	Waiver of Claims
SCC 12.3	Warranty

Enquiries should be directed to:
Canadian Construction Association
400 - 75 Albert Street
Ottawa, Ontario K1P 5E7
www.cca-acc.com



CCA Copyright 2008

Must not be copied in whole or in part without written permission from the Canadian Construction Association.

CCA 1 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCA 1 can have important consequences. CCA does not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCA 1.

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

This Subcontract Agreement made on the 17th day of May in the year 2019.
by and between the parties

MIZRAHI INC.

name of Contractor

hereinafter called the "*Contractor*"

and

Gamma Windows and Walls International Inc.

name of Subcontractor

hereinafter called the "*Subcontractor*"

Whereas the *Contractor* has entered into an agreement hereinafter called the "*Prime Contract*" on the 7th day of July in the year 2014 with Mizrahi Development Group (The One) Inc.

Name of Owner

hereinafter called the "*Owner*" for the construction of

THE ONE - 1 Bloor Street West

Name of Project

hereinafter called the "*Project*"

And whereas the *Prime Contract* includes the *Subcontract Work* to be performed under this *Subcontract Agreement* in accordance with the *Contract Documents* for which Core Architects Inc.

Name of Consultant

is acting as and is hereinafter called the "*Consultant*"

And whereas the *Subcontractor* has agreed with the *Contractor* to perform the *Subcontract Work* and supply all of the labour, *Products*, tools, construction machinery and equipment necessary therefore as hereinafter set forth;

And whereas the *Contractor* and *Subcontractor* for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained;

NOW THEREFORE THE SUBCONTRACT AGREEMENT WITNESSETH as follows:

(NOTE: THE PARTIES SHALL COMPLETE ARTICLES 1B, 2B AND 3B AND DISCARD ARTICLES 1A, 2A AND 3A IF
 - THERE IS NO WRITTEN PRIME CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR, OR
 - IT IS THE INTENTION OF THE CONTRACTOR AND THE SUBCONTRACTOR THAT THIS SUBCONTRACT REPRESENTS THE FULL SCOPE OF THE SUBCONTRACT WORK AND SHALL GOVERN IN THE EVENT OF A CONFLICT.)

ARTICLE 1B – WORK TO BE PERFORMED

1.1 The *Subcontractor* shall furnish the *Products* and perform the *Subcontract Work* in a proper and workmanlike manner pertaining to: *(Insert full description of all work to be done with reference to specification section as described by number and heading if applicable)*

Work to be completed as per SCHEDULE B - Scope of Work - Exterior Building Envelope System – Preconstruction, VMU, PMU and all supply and installation up to and including level 18

1.2 The *Subcontractor* shall perform the *Subcontract Work* as required by the *Subcontract Documents*. Any amendments to the *Contract Documents* that relate to the *Subcontract Work* after time of the submission of subcontract bids to the *Contractor* and prior to execution of the *Subcontract*, shall be agreed in writing by the *Contractor* and *Subcontractor*.

ARTICLE 2B – CONFLICT BETWEEN THE PRIME CONTRACT AND SUBCONTRACT

2.1 In the event of any conflict between the terms of this *Subcontract* and the *Prime Contract*, this *Subcontract* shall govern.

ARTICLE 3B – SUBCONTRACT DOCUMENTS

The following are the *Subcontract Documents* referred to in Article 1B of this Subcontract Agreement – WORK TO BE PERFORMED

- *Subcontract Agreement between Contractor and Subcontractor*
- *Definitions of the Subcontract*
- *The Subcontract Conditions of the Subcontract*
- *Prime Contract Agreement between Owner and Contractor, if any*
- *Definitions of the Prime Contract, if any*
- *The General Conditions of the Prime Contract, if any*
- *
 - 01 - Schedule A - Additional Roles and Responsibilities
 - 04 - BIM Requirements
 - 05 - The ONE - North Retail Scope Areas Highlighted
 - 06 - 14-222 The ONE MockUp Locations
 - 07 - Project Tests and Evaluation Reports - Rev 1 June 27 2018
 - 08 - Narrative_for_Tower_Installation_and_Plan_for_Rail_Climbing_System
 - 09 - 01_10_10_General_Requirements
 - 10 - 07_85_00_Firestopping_and_Smoke_Seals
 - 11 - 08_44_50_Exterior_Building_Envelope_System
 - 12 - 08_70_00_Finish_Hardware
 - 13 - DL142104.00_01_ONE_Bloor_BCC_Report_R0
 - 14 - A-TO-194-100-101-01-Lighting_Concept
 - 15 - 16293_-_The_ONE_-_Fluid_Cooler_Noise_Control_Recommendations_2017.11.01
 - 16 - 16293_-_The_ONE_Condominium_-_Acoustic_Design_Brief_Updated_2016.11.10
 - 18 - 180516_RWDI_#1500980_The_ONE_-_Cladding_Report
 - 19 -RWDI#1500980_The_One_-_Detailed_Stack_Effect_Report_Received_June_20_2018
 - 20 - List of Contract Drawings on Procure

* *(Insert here, attaching additional pages if required, a list identifying all other Subcontract Documents, e.g. supplementary conditions; information documents; Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules, drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number and date)*

CCA 1 – 2008

3

Note: This contract is protected by copyright. Use of a CCA 1 document not containing a CCA 1 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCA 1 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCA 1 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



Article 3B - SUBCONTRACT DOCUMENTS - continued

Supplementary Conditions of the Subcontract

Schedule B - Scope of Work

Schedule C – Quotation

Schedule D - Schedule

3a



ARTICLE 4 – SCHEDULE

- 4.1 The *Subcontractor* shall perform the *Subcontract Work*:
- .1 in accordance with a Schedule provided by the *Contractor* at the time of signing this *Subcontract*; or
 - .2 in accordance with a Schedule mutually agreed if provided by the *Contractor* after the signing of this *Subcontract*; or
 - .3 starting on or about (day/month/year) 24 / 04 / 19 and substantially perform the *Subcontract Work* by, on or about (day/month/year) 08 / 07 / 22.
- The *Contractor* may reasonably adjust any schedule or specified timing during the course of the *Subcontract Work* after consulting with the *Subcontractor*.

ARTICLE 5 – SUBCONTRACT PRICE

- 5.1 The *Subcontract Price*, which excludes *Value Added Taxes*, is:

Forty-seven million eighty-four thousand three hundred forty-five

-----00 /100 dollars \$ 47,084,345.00

- 5.2 *Value Added Taxes* (of 13 %) payable by the *Contractor* to the *Subcontractor* are:

Six million one hundred twenty thousand nine hundred sixty-four

-----85 /100 dollars \$ 6,120,964.85

- 5.3 Total amount payable by the *Contractor* to the *Subcontractor* for the construction of the *Subcontract Work* is:

Fifty-three million two hundred five thousand three hundred nine

-----85 /100 dollars \$ 53,205,309.85

- 5.4 These amounts shall be subject to adjustments as provided in the *Subcontract Documents*.

- 5.5 All amounts are in Canadian funds.

ARTICLE 6 – PAYMENT

- 6.1 Subject to the provisions of the *Subcontract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages the *Contractor* shall:
- .1 make progress payments to the *Subcontractor* on account of the *Subcontract Price* in accordance with paragraph 6.2 of this Article. The amounts of such payments shall be as certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payment;
 - .2 upon *Substantial Performance of the Work*, pay to the *Subcontractor* the percentage of the *Subcontract Price* which has been held back from the preceding progress payments when due together with such *Value Added Taxes* as may be applicable to such payment; and
 - .3 upon the issuance of the *Consultant's* certificate of payment that incorporates final payment of the *Subcontract Work*, pay to the *Subcontractor* the unpaid balance of the *Subcontract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.
- 6.2 The *Subcontractor* shall make applications for payment together with supporting sworn statements and other documents that are required by the *Subcontract Documents* on or before the 25th day of each month (herein called the Submission Date) to the *Contractor* for approval and due processing. The amount claimed shall be for the value, proportionate to the amount of the *Subcontract*, of *Subcontract Work* performed and *Products* delivered to the *Place of the Work* up to the 30th day of the month. The *Contractor* shall pay the *Subcontractor*, no later than 30 calendar days after the Submission Date or 10 calendar days after the date of a *Consultant's* certificate for payment whichever is later, 90 percent of the amount applied for or such other amount as the *Contractor* or the *Consultant* determines to be properly due. Where the *Contractor* or the *Consultant* makes any changes to the amount of the applications for payment as submitted by the *Subcontractor*, the *Subcontractor* shall be advised promptly in writing by the *Contractor* of changes and given the opportunity to defend the *Subcontractor's* submission without delay.

- 6.3 In the event that the *Consultant* fails to issue any certificate upon which payment shall become payable to the *Contractor* or the *Owner* fails to make a payment within the times prescribed in the *Prime Contract*:
- .1 The *Contractor* shall immediately inform the *Owner* of the *Owner's* default as provided for by the terms of the *Prime Contract*, contemporaneously advise the *Subcontractor* in writing of such default and provide to the *Subcontractor* a copy of any and all notices of default delivered by the *Contractor* to the *Owner*.
 - .2 Should the *Owner* not remedy the default within the time prescribed by the *Prime Contract*, the *Contractor* shall stop the *Work* and shall, within the time stipulated in the applicable lien legislation, take such steps as are required to enforce all of the *Contractor's* lien rights to recover all amounts unpaid on the *Subcontract*. The *Contractor* shall provide the *Subcontractor* prompt *Notice in Writing* of all steps taken to enforce payment.
 - .3 In the event that the *Contractor* has complied with all the provisions of this paragraph 6.3, the time for payment provided for in paragraph 6.2 of this Article shall be extended for 90 *days from that otherwise provided for in paragraph 6.2 of this Article and the amount of the payment so suspended shall be deemed to be a holdback authorised pursuant to the terms of this *Subcontract* and shall be payable at the time provided for in this subparagraph. (* NOTE: the suspension time shall be 90 days or as otherwise agreed by the *Contractor* and the *Subcontractor*.)
 - .4 Notwithstanding any suspension as herein provided of the obligation to make payment which would otherwise be payable pursuant to paragraph 6.2 of this Article, the *Contractor* shall be obliged to pay interest on the amount of the payment which is suspended at the date payment of that sum finally becomes due at the rate provided in paragraph 6.5 of this Article calculated from the date when, but for paragraph 6.3 of this Article, payment would otherwise have been due.
- 6.4 If no claims exist against the *Subcontract Work* and the *Subcontractor* has submitted to the *Contractor* a sworn statement that all accounts for labour, sub-subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Subcontractor* in the performance of the *Subcontract Work* and for which the *Contractor* might in any way be held responsible have been paid in full, except for holdback amounts to be payable out of the funds to be paid to the *Subcontractor* pursuant to this paragraph 6.4 or as an identified amount in dispute, the amount withheld from progress payments made pursuant to paragraph 6.1.1 of this Article and which is payable pursuant to paragraph 6.1.2 of this Article is due and payable:
- .1 In the Common Law provinces, on the day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Contractor* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Subcontract Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Subcontractor* which are enforceable against the *Contractor*.
 - .2 In the Province of Quebec, no later than 30 calendar days after the date of *Substantial Performance of the Work*. The *Contractor* may retain out of the holdback amount any sums required by law to satisfy any legal hypothecs that have been taken or could be taken against the *Work* or other third party monetary claims against the *Owner* which are enforceable against the *Contractor*.
- 6.5 Interest
- .1 Should either party fail to make payments as they become due under the terms of this *Subcontract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.
 Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

The Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 6.5.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the *Subcontract Conditions – DISPUTE RESOLUTION* or otherwise, from the date the amount would have been due and payable under the *Subcontract*, had it not been in dispute, until the date it is paid.

ARTICLE 7 – RECEIPT OF AND ADDRESSES FOR NOTICE IN WRITING

- 7.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Subcontract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received 5 calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Contractor

MIZRAHI INC.

*name of Contractor**

125 Hazelton Avenue Toronto, Ontario M5R 2E4

address

1-866-300-0219

facsimile number

josh@mizrahidevelopments.ca

email address

Subcontractor

Gamma Windows and Walls International Inc.

*name of Subcontractor**

1700 Langstaff Road, Suite 2001 Concord, Ontario L4K 3S3

address

+1 905 695 3469

simile number

william.yu@gammana.com

email address

* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

ARTICLE 8 LANGUAGE OF THE SUBCONTRACT

- 8.1 When the *Subcontract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/French* language shall prevail.

* Complete this statement by striking out inapplicable term.

- 8.2 This *Subcontract Agreement* is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

Note: This contract is protected by copyright. Use of a CCA 1 document not containing a CCA 1 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCA 1 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCA 1 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



IN WITNESS WHEREOF,

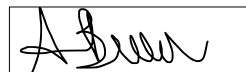
Paragraphs (1) and (2), which only apply to the Province of Quebec, shall read as follows:

- (1) having read and fully understood this *Subcontract* and all the documents it includes or to which it refers, as well as the rights and obligations resulting therefrom; and
- (2) having had the opportunity of negotiating the essential stipulations of this *Subcontract*,

the parties hereto have executed this *Subcontract* by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

in the presence of:

WITNESS


signature

Amanda Brown - VP, Operations

name and title of person signing

signature

name and title of person signing

WITNESS


signature

Mr. Jimmy Zhao, Global Procurement Manager

name and title of person signing

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice, or Contract or Subcontract requirement calls for:

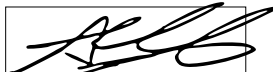
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Subcontract for and on behalf of the corporation or partnership; or
- (b) the affixing of a corporate seal, this Subcontract shall be properly sealed.

CCA 1 – 2008

CONTRACTOR

MIZRAHI INC.

name of Contractor



signature

Sam Mizrahi - President

name and title of person signing

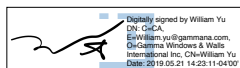
signature

name and title of person signing

SUBCONTRACTOR

Gamma Windows and Walls International Inc.

name of Subcontractor



signature

Mr. William Yu, President

name and title of person signing

signature

name and title of person signing

Note: This contract is protected by copyright. Use of a CCA 1 document not containing a CCA 1 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCA 1 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCA 1 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

DEFINITIONS

The following definitions shall apply to all *Subcontract Documents*.

1. Change Directive

A *Change Directive* is a written instruction signed by the *Contractor* directing the *Subcontractor* to proceed with a change in the *Subcontract Work* within the general scope of the *Subcontract Documents* prior to the *Contractor* and the *Subcontractor* agreeing upon adjustments in the *Subcontract Price* and the *Subcontract Time*.

2. Change Order

A *Change Order* is a written amendment to this *Subcontract* signed by the *Contractor* and the *Subcontractor* stating their agreement upon:

- a change in the *Subcontract Work*;
- the method of adjustment or the amount of the adjustment in the *Subcontract Price*, if any; and
- the extent of the adjustment in the *Subcontract Time*, if any.

3. Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Subcontract Work* but is not incorporated into the *Subcontract Work*.

4. Contract Documents

The *Contract Documents* are those documents comprising the *Prime Contract* between the *Owner* and the *Contractor* and defined therein.

5. Drawings

The *Drawings* are the graphic and pictorial portions of the *Subcontract Documents*, wherever located and whenever issued, showing the design, location, and dimensions of the *Subcontract Work*, generally including plans, elevations, sections, details, and diagrams.

6. Notice in Writing

A *Notice in Writing*, where identified in the *Subcontract Documents*, is a written communication between the parties that is transmitted in accordance with the provisions of Article 7 of the Subcontract Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

7. Owner, Consultant, Contractor, Subcontractor

The *Owner*, *Consultant*, *Contractor*, and *Subcontractor* are the persons or entities identified as such in this *Subcontract Agreement* and include their authorized representatives.

8. Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

9. Prime Contract

The *Prime Contract* is the undertaking by the *Owner* and the *Contractor* to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the *Owner* and the *Contractor*.

10. Product

Product or *Products* means material, machinery, equipment, and fixtures forming the *Subcontract Work*, but does not include *Construction Equipment*.

11. Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

12. Provide

Provide means to supply and install.

13. Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Subcontractor* provides to illustrate details of portions of the *Subcontract Work*.

14. Specifications

The *Specifications* are that portion of the *Subcontract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Subcontract Work*.

Note: This contract is protected by copyright. Use of a CCA 1 document not containing a CCA 1 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCA 1 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCA 1 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

15. Subcontract

The *Subcontract* is the undertaking by the *Contractor* and the *Subcontractor* to perform their respective duties, responsibilities, and obligations as prescribed in the *Subcontract Documents* and represents the entire agreement between the *Contractor* and the *Subcontractor*.

16. Subcontract Documents

The *Subcontract Documents* consist of those documents as listed in Article 3A or Article 3B of the Subcontract Agreement – SUBCONTRACT DOCUMENTS, and any other amendments or provisions agreed upon between the *Contractor* and *Subcontractor*.

17. Subcontract Price

The *Subcontract Price* is the amount stipulated in Article 5 of the Subcontract Agreement – SUBCONTRACT PRICE.

18. Subcontract Time

The *Subcontract Time* is the time stipulated in Article 4 of the Subcontract Agreement – SCHEDULE within which the *Subcontract Work* is to be performed.

19. Subcontract Work

The *Subcontract Work* means the construction and related services required by the *Subcontract Documents*.

20. Substantial Performance of the Subcontract Work

Substantial Performance of the Subcontract Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Subcontract Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Subcontract Work* shall have been reached when the *Subcontract Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant* if the conditions of the *Prime Contract* require the *Consultant* to issue such a certificate.

21. Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant* in consultation with the *Contractor* if the *Consultant* is required by the terms of the *Prime Contract* to issue such a certificate.

22. Sub-Subcontractor

A *Sub-Subcontractor* is a person or entity having a direct contract with the *Subcontractor* to perform a part or parts of the *Subcontract Work*.

23. Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Subcontract Price* or *Subcontract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Subcontract Documents*. It is to be issued by the *Contractor* to supplement the *Subcontract Documents* as required for the performance of the *Subcontract Work*.

24. Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Subcontract Work* but not incorporated into the *Subcontract Work*.

25. Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Subcontract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Subcontract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Subcontractor* by the tax legislation.

26. Work

The *Work* means the total construction and related services required by the *Contract Documents*.

27. Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

SUBCONTRACT CONDITIONS

PART 1 GENERAL PROVISIONS

SCC 1.1 DOCUMENTS

- 1.1.1 The intent of the *Subcontract Documents* is to include the labour, *Products* and services necessary for the performance of the *Subcontract Work* by the *Subcontractor* in accordance with these documents. It is not intended, however, that the *Subcontractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Subcontract Documents*.
- 1.1.2 Nothing contained in the *Subcontract Documents* shall create any contractual relationship between the *Contractor* and a *Sub-Subcontractor* or the *Sub-Subcontractor's* agent, employee, or other person performing any portion of the *Subcontract Work*.
- 1.1.3 The *Subcontract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words or abbreviations which have well known technical or trade meanings are used in the *Subcontract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Subcontract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Subcontractor* in dividing the work among *Sub-Subcontractors*.
- 1.1.7 If there is a conflict within *Subcontract Documents*:
- .1 the order of priority of documents listed in Article 3A of the Subcontract Agreement – SUBCONTRACT DOCUMENTS, from highest to lowest, shall be
 - the Agreement of the *Prime Contract*,
 - the Definitions of the *Prime Contract*,
 - Supplementary Conditions of the *Prime Contract*,
 - the General Conditions of the *Prime Contract*,
 - the Agreement of the *Subcontract*,
 - the Definitions of the *Subcontract*,
 - Supplementary Conditions of the *Subcontract*,
 - the Subcontract Conditions of the *Subcontract*,
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 the order of priority of documents listed in Article 3B of the Subcontract Agreement – SUBCONTRACT DOCUMENTS, from highest to lowest, shall be
 - the Agreement of the *Subcontract*,
 - the Definitions of the *Subcontract*,
 - Supplementary Conditions of the *Subcontract*,
 - the Subcontract Conditions of the *Subcontract*,
 - the Agreement of the *Prime Contract*, if any
 - the Definitions of the *Prime Contract*, if any
 - Supplementary Conditions of the *Prime Contract*, if any
 - the General Conditions of the *Prime Contract*, if any
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .3 drawings of larger scale shall govern over those of smaller scale of the same date.
 - .4 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .5 later dated documents shall govern over earlier documents of the same type.

- 1.1.8 The *Contractor* shall provide the *Subcontractor*, without charge, sufficient copies of the *Subcontract Documents* to perform the *Subcontract Work*.

SCC 1.2 ASSIGNMENT

- 1.2.1 Neither party to the *Subcontract* shall assign the *Subcontract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE SUBCONTRACT

SCC 2.1 SUPPLEMENTAL INSTRUCTIONS

- 2.1.1 During the progress of the *Subcontract Work* the *Contractor* will furnish *Supplemental Instructions* to the *Subcontractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Contractor* and the *Subcontractor*.

SCC 2.2 REVIEW AND INSPECTION OF THE WORK

- 2.2.1 The *Owner*, the *Consultant* and the *Contractor* shall have access to the *Subcontract Work* for inspection whenever it is in preparation or progress. The *Subcontractor* shall cooperate to provide reasonable facilities for such access.
- 2.2.2 If special tests, inspections or approvals are required by the *Subcontract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Subcontractor* shall give the *Contractor* timely notice requesting inspection. Inspection by the *Consultant* and the *Contractor* shall be made promptly.
- 2.2.3 The *Subcontractor* shall furnish promptly to the *Contractor* two copies of certificates and inspection reports relating to the *Subcontract Work*.
- 2.2.4 If the *Subcontractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Subcontractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Subcontractor's* expense.
- 2.2.5 The *Contractor* may order any portion or portions of the *Subcontract Work* to be examined to confirm that such work is in accordance with the requirements of the *Subcontract Documents*. If the work is not in accordance with the requirements of the *Subcontract Documents*, the *Subcontractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Subcontract Documents*, the *Contractor* shall pay the cost of examination and restoration.
- 2.2.6 The *Subcontractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Subcontract Documents* to be performed by the *Subcontractor* or is designated by the laws or ordinances of the *Place of the Work*.
- 2.2.7 The *Subcontractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant*, the *Owner* or the *Contractor* if such test or inspection is designated in the *Subcontract Documents*.

SCC 2.3 DEFECTIVE WORK

- 2.3.1 The *Subcontractor* shall promptly correct defective work that has been rejected by the *Contractor* as failing to conform to the *Subcontract Documents* whether or not the defective work has been incorporated in the *Subcontract Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Subcontractor*.
- 2.3.2 The *Subcontractor* shall make good promptly other work destroyed or damaged by such corrections at the *Subcontractor's* expense.
- 2.3.3 If in the opinion of the *Contractor* it is not expedient to correct defective work or work not performed as provided in the *Subcontract Documents*, the *Contractor*, having obtained concurrence of such opinion from the *Consultant*, may deduct from the amount otherwise due to the *Subcontractor* the difference in value between the work as performed and that called for by the *Subcontract Documents*. If the *Subcontractor* does not agree with the difference in value, the disagreement shall be settled in accordance with Part 8 of the *Subcontract Conditions* – DISPUTE RESOLUTION.

PART 3 EXECUTION OF THE WORK

SCC 3.1 CONSTRUCTION BY CONTRACTOR OR OTHER SUBCONTRACTORS

- 3.1.1 The *Contractor* reserves the right to award separate subcontracts in connection with other parts of the *Work* to other subcontractors and to perform work with own forces.
- 3.1.2 When separate subcontracts are awarded for other parts of the *Work*, or when work is performed by the *Contractor's* own forces, the *Contractor* shall:
- .1 provide for the co-ordination of the activities and work of other subcontractors and *Contractor's* own forces with the *Subcontract Work*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate subcontracts with other subcontractors under conditions of contract which are compatible with the conditions of the *Subcontract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in SCC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Subcontractor* as it affects the *Subcontract Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Work* arising from the work of other subcontractors or the *Contractor's* own forces.
- 3.1.3 When separate subcontracts are awarded for other parts of the *Work*, or when work is performed by the *Contractor's* own forces, the *Subcontractor* shall:
- .1 afford the *Contractor* and other subcontractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other subcontractors and the *Contractor* in reviewing their construction schedules; and
 - .3 promptly report to the *Contractor* in writing any apparent deficiencies in the work of other subcontractors or of the *Contractor's* own forces, where such work affects the proper execution of any portion of the *Subcontract Work*, prior to proceeding with that portion of the *Subcontract Work*.
- 3.1.4 Where the *Subcontract Documents* identify the work to be performed by other subcontractors or the *Contractor's* own forces, the *Subcontractor* shall co-ordinate and schedule the *Subcontract Work* with the work of other subcontractors and the *Contractor's* own forces as specified in the *Subcontract Documents*.
- 3.1.5 When a change in the *Subcontract Work* is required as a result of the co-ordination and integration of the work of other subcontractors or *Contractor's* own forces with the *Subcontract Work*, the changes shall be authorized and valued as provided in SCC 6.1 – CONTRACTOR'S RIGHT TO MAKE CHANGES, SCC 6.2 – CHANGE ORDER, and SCC 6.3 – CHANGE DIRECTIVE.
- 3.1.6 Disputes and other matters in question between the *Subcontractor* and other subcontractors shall be dealt with as provided in Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION provided the other subcontractors have reciprocal obligations. The *Subcontractor* shall be deemed to have consented to arbitration of any such dispute with any other subcontractor whose contract with the *Contractor* contains a similar agreement to arbitrate.

SCC 3.2 TEMPORARY SERVICES

- 3.2.1 Unless otherwise stipulated in the *Subcontract Documents*, the *Contractor* will provide and pay for all temporary water, power and heat, general purpose lighting and toilet facilities but excluding those temporary services required for the *Subcontractor's* site office.

SCC 3.3 SUPERVISION

- 3.3.1 The *Subcontractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.3.2 The appointed representative shall represent the *Subcontractor* at the *Place of the Work*. Information and instructions provided to the *Subcontractor's* appointed representative shall be deemed to have been received by the *Subcontractor*, except with respect to Article 7 of the Subcontract Agreement – RECEIPT OF AND ADDRESSES FOR NOTICE IN WRITING.

SCC 3.4 SUB-SUBCONTRACTORS

- 3.4.1 The *Subcontractor* shall preserve and protect the rights of the parties under the *Subcontract* with respect to *Subcontract Work* to be performed under sub-subcontract, and shall:
- .1 enter into contracts or written agreements with *Sub-Subcontractors* to require them to perform their work as provided in the *Subcontract Documents*;
 - .2 incorporate the terms and conditions of the *Subcontract Documents* into all contracts or written agreements with *Sub-Subcontractors*; and
 - .3 be as fully responsible to the *Contractor* for acts and omissions of *Sub-Subcontractors* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Subcontractor*.
- 3.4.2 The *Subcontractor* shall indicate in writing, if requested by the *Contractor*, those *Sub-Subcontractors* whose bids have been received by the *Subcontractor* which the *Subcontractor* would be prepared to accept for the performance of a portion of the *Subcontract Work*. Should the *Contractor* not object before signing the *Subcontract*, the *Subcontractor* shall employ those *Sub-Subcontractors* that comply with the requirements of the *Subcontract Documents* and so identified by the *Subcontractor* in writing for the performance of that portion of the *Subcontract Work* to which their bid applies.
- 3.4.3 The *Contractor* may, for reasonable cause, at any time before the *Contractor* has signed the *Subcontract*, object to the use of a proposed *Sub-Subcontractor* and require the *Subcontractor* to employ one of the other sub-subcontract bidders.
- 3.4.4 If the *Contractor* requires the *Subcontractor* to change a proposed *Sub-Subcontractor*, the *Subcontract Price* and *Subcontract Time* shall be adjusted by the differences occasioned by such required change.
- 3.4.5 The *Subcontractor* shall not be required to employ as a *Sub-Subcontractor*, a person or firm to which the *Subcontractor* may reasonably object.
- 3.4.6 The *Contractor* may provide to a *Sub-Subcontractor* information as to the percentage of the *Sub-Subcontractor's* work which has been certified for payment.

SCC 3.5 SHOP DRAWINGS

- 3.5.1 The *Subcontractor* shall provide *Shop Drawings* as required in the *Subcontract Documents*.
- 3.5.2 The *Subcontractor* shall provide *Shop Drawings* to the *Contractor* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Subcontract Work* or in the work of other contractors.
- 3.5.3 Upon request of the *Contractor*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.5.4 The *Subcontractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Contractor*.
- 3.5.5 *Shop Drawings* provided by the *Subcontractor* to the *Contractor* shall indicate by stamp, date and signature of the person responsible for the review that the *Subcontractor* has reviewed each one of them.
- 3.5.6 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Subcontractor* for approval.
- 3.5.7 The *Subcontractor* shall review all *Shop Drawings* before providing them to the *Contractor*. The *Subcontractor* represents by this review that:
- .1 the *Subcontractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Subcontractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Subcontract Work* and of the *Subcontract Documents*.
- 3.5.8 At the time of providing *Shop Drawings*, the *Subcontractor* shall expressly advise the *Contractor* in writing of any deviations in a *Shop Drawing* from the requirements of the *Subcontract Documents*. The *Contractor* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.5.9 The *Contractor's* review shall not relieve the *Subcontractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Subcontract Documents*.

- 3.5.10 The *Subcontractor* shall provide revised *Shop Drawings* to correct those which the *Contractor* rejects as inconsistent with the *Subcontract Documents*, unless otherwise directed by the *Contractor*. The *Subcontractor* shall advise the *Contractor* in writing of any revisions to the *Shop Drawings* other than those requested by the *Contractor*.
- 3.5.11 The *Contractor* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Subcontract Work*.

SCC 3.6 USE OF THE WORK

- 3.6.1 The *Subcontractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees to limits indicated by laws, ordinances, permits, the *Subcontract Documents*, or by direction of the *Contractor* and shall not unreasonably encumber the *Place of the Work*.
- 3.6.2 The *Subcontractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.
- 3.6.3 The *Subcontractor* shall comply with the *Contractor's* instructions regarding signs, advertisements, fires, and smoking.

SCC 3.7 CUTTING AND REMEDIAL WORK

- 3.7.1 The *Subcontractor* shall do the cutting and remedial work required to make the affected parts of the *Subcontract Work* come together properly.
- 3.7.2 The *Subcontractor* shall coordinate the *Subcontract Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.7.3 The *Subcontractor* shall not cut, dig, box, or sleeve any structural member so as to endanger existing work nor alter the work of any others without the *Contractor's* written consent.
- 3.7.4 Should the *Owner*, the *Contractor* or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in SCC 6.1 – CONTRACTOR'S RIGHT TO MAKE CHANGES, SCC 6.2 – CHANGE ORDER and SCC 6.3 – CHANGE DIRECTIVE.
- 3.7.5 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

SCC 3.8 CLEANUP

- 3.8.1 The *Subcontractor* shall maintain the *Subcontract Work* in a safe and tidy condition and free from the accumulation of waste products and debris caused by the *Subcontract Work*.
- 3.8.2 Before applying for *Substantial Performance of the Subcontract Work*, the *Subcontractor* shall remove waste products and debris caused by the *Subcontract Work* to the satisfaction of the *Contractor*. If the *Contractor* instructs the *Subcontractor* to perform these housekeeping requirements and the *Subcontractor* fails to do so within a reasonable time, the *Contractor* shall have the right to have the work performed by whatever means may be expedient and the *Subcontractor* agrees to pay all reasonable costs of such clean-up and removal of waste products and debris.
- 3.8.3 Prior to application for *Substantial Performance of the Subcontract Work*, the *Subcontractor* shall remove any remaining products, tools, *Construction Machinery*, *Temporary Work*, and waste products and debris resulting from the *Subcontractor's* work.

SCC 3.9 PAYMENT OF ACCOUNTS

- 3.9.1 The *Subcontractor* shall promptly and satisfactorily settle and pay for all accounts, claims or liens with respect to the *Subcontract Work*. If, after having received 2 *Working Days Notice in Writing* from the *Contractor* to settle and pay such accounts, claims or liens, the *Subcontractor* fails or refuses to settle or pay same, the *Contractor* shall have the right to settle or pay such accounts, claims or liens for the account of the *Subcontractor* and the receipt issued to the *Contractor* with respect to such accounts, claims or liens shall be conclusive evidence as to such payments and the amount thereof. Notwithstanding the foregoing provision, the *Subcontractor* shall not be required to pay any such accounts, claims or liens if it has reasonable grounds for disputing same and the *Contractor* in these circumstances will only have the right to pay or settle such accounts, claims or liens in such manner as in its opinion, will not prejudice the *Subcontractor's* right to dispute same.

PART 4 ALLOWANCES

SCC 4.1 CASH ALLOWANCES

- 4.1.1 The *Subcontract Price* includes the cash allowances, if any, stated in the *Subcontract Documents*. The scope of work or costs included in such cash allowance shall be as described in the *Subcontract Documents*.
- 4.1.2 The *Subcontract Price*, and not the cash allowances, includes the *Subcontractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Contractor*.
- 4.1.4 Where the actual cost of the *Subcontract Work* under any cash allowance exceeds the amount of the allowance, the *Subcontractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Subcontract Documents*. Where the actual cost of the *Subcontract Work* under any cash allowance is less than the amount of the allowance, the *Contractor* shall be credited for the unexpended portion of the cash allowance, but not for the *Subcontractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Subcontract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the *Subcontract Work* under that cash allowance.

PART 5 PAYMENT

SCC 5.1 APPLICATIONS FOR PAYMENT

- 5.1.1 Applications for payment on account as provided in Article 6 of the Subcontract Agreement – PAYMENT may be made monthly as the *Subcontract Work* progresses.
- 5.1.2 The *Subcontractor* shall submit to the *Contractor*, at least 20 calendar days before the first application for payment, a schedule of values for the parts of the *Subcontract Work*, aggregating the total amount of the *Subcontract Price*, so as to facilitate evaluation of applications for payment.
- 5.1.3 The schedule of values shall be made out in such form and supported by such evidence as the *Contractor* may reasonably direct and when accepted by the *Contractor*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.1.4 The *Subcontractor* shall include a statement based on the schedule of values with each application for payment.
- 5.1.5 Applications for payment for *Products* delivered to the *Place of the work* but not yet incorporated into the *Subcontract Work* shall be supported by such evidence as the *Contractor* may reasonably require to establish the value and delivery of the *Products*.

SCC 5.2 WITHHOLDING OF PAYMENT

- 5.2.1 If because of climatic or other conditions reasonably beyond the control of the *Subcontractor*, there are items of *Subcontract Work* that cannot be performed, payment in full for that portion of the *Subcontract Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Contractor* on account thereof, but the *Contractor* may withhold, until the remaining portion of the *Subcontract Work* is finished, only such an amount that the *Contractor* determines is sufficient and reasonable to cover the cost of performing such remaining *Subcontract Work*.
- 5.2.2 The provisions of SCC 5.2 – WITHHOLDING OF PAYMENT shall be effective only when the applicable lien legislation permits the release of any portion of the *Subcontract Price* which has been withheld by way of holdback under the conditions contemplated herein.

SCC 5.3 NON-CONFORMING WORK

- 5.3.1 No payment by the *Contractor* under this *Subcontract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Subcontract Work* or *Products* which are not in accordance with the requirements of the *Subcontract Documents*.

PART 6 CHANGES IN THE WORK

SCC 6.1 CONTRACTOR'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Contractor*, without invalidating the *Subcontract*, may make:
- .1 changes in the *Subcontract Work* consisting of additions, deletions or other revisions to the *Subcontract Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Subcontract Time* for the *Subcontract Work*, or at any part thereof, by *Change Order*.
- 6.1.2 The *Subcontractor* shall not perform a change in the *Subcontract Work* without a *Change Order* or a *Change Directive*.

SCC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Subcontract Work* is proposed or required, the *Contractor* shall provide the *Subcontractor* with a written description of the proposed change in the *Subcontract Work*. The *Subcontractor* shall promptly present, in a form acceptable to the *Contractor*, a method of adjustment or an amount of adjustment for the *Subcontract Price*, if any, and the adjustment in the *Subcontract Time*, if any, for the proposed change in the *Subcontract Work*.
- 6.2.2 When the *Contractor* and the *Subcontractor* agree to the adjustments in the *Subcontract Price* and *Subcontract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the *Subcontract Work* performed as the result of a *Change Order* shall be included in the application for progress payment.

SCC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Contractor* requires the *Subcontractor* to proceed with a change in the *Subcontract Work* prior to the *Contractor* and the *Subcontractor* agreeing upon the corresponding adjustment in *Subcontract Price* and *Subcontract Time*, the *Contractor* shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Subcontract Work* which is within the general scope of the *Subcontract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Subcontract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Subcontractor* shall proceed promptly with the change in the *Subcontract Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Subcontract Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Subcontract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Subcontractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Subcontractor's* cost, the *Subcontract Price* shall be increased by the amount of the net increase in the *Subcontractor's* cost, plus the *Subcontractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Subcontractor's* cost, the *Subcontract Price* shall be decreased by the amount of the net decrease in the *Subcontractor's* cost, without adjustment for the *Subcontractor's* percentage fee.
 - .3 The *Subcontractor's* fee shall be as specified in the *Subcontract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the *Subcontract Work* attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Subcontractor* under a salary or wage schedule agreed upon by the *Contractor* and the *Subcontractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Subcontractor*, for personnel
 - (1) stationed at the *Subcontractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings and coordination drawings; or
 - (4) engaged in the processing of changes in the *Subcontract Work*.

- .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Subcontractor* and included in the cost of the *Subcontract Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Subcontractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Subcontract Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Subcontractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Subcontract Work*, whether rented from or provided by the *Subcontractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 equipment and services required for the *Subcontractor's* field office;
 - .8 deposits lost;
 - .9 the amounts of all sub-subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent license fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Subcontractor's* obligations to indemnify the *Contractor* as provided in paragraph 10.3.1 of SCC 10.3 – PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Subcontractor* is required, by the *Subcontract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Subcontractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Subcontract Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.
- 6.3.8 Notwithstanding any other provisions contained in this *Subcontract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Subcontractor* to exercise reasonable care and diligence in the *Subcontractor's* attention to the *Subcontract Work*. Any cost due to failure on the part of the *Subcontractor* to exercise reasonable care and diligence in the *Subcontractor's* attention to the *Subcontract Work* shall be borne by the *Subcontractor*.
- 6.3.9 The *Subcontractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Subcontract Work* attributable to the *Change Directive* and shall provide the *Contractor* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Contractor* shall be afforded reasonable access to all of the *Subcontractor's* pertinent documents related to the cost of performing the *Subcontract Work* attributable to the *Change Directive*, and for this purpose the *Subcontractor* shall preserve such records for a period of one year from the date of *Substantial Performance of the Work* or as specified in the *Subcontract Documents*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Subcontract Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Contractor* and *Subcontractor* do not agree on the proposed adjustment in the *Subcontract Time* attributable to the change in the *Subcontract Work*, or the method of determining it, the disagreement shall be referred to Part 8 of the *Subcontract Conditions* – DISPUTE RESOLUTION.
- 6.3.13 When the *Contractor* and the *Subcontractor* reach agreement on the adjustment to the *Subcontract Price* and to the *Subcontract Time*, this agreement shall be recorded in a *Change Order*.

SCC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Contractor* or the *Subcontractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Subcontract Work* which differ materially from those indicated in the *Subcontract Documents*; or

Note: This contract is protected by copyright. Use of a CCA 1 document not containing a CCA 1 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCA 1 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCA 1 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Subcontract Documents*;

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 3 *Working Days* after first observance of the conditions.

- 6.4.2 The *Contractor* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Subcontractor's* cost or time to perform the *Subcontract Work*, the *Contractor* shall issue appropriate instructions for a change in the *Subcontract Work* as provided in SCC 6.2 – CHANGE ORDER or SCC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Contractor* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Subcontract Price* or the *Subcontract Time* is justified, the *Contractor* shall report the reasons for this finding to the *Subcontractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of SCC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, SCC 9.3 – ARTIFACTS AND FOSSILS and SCC 9.5 – MOULD.

SCC 6.5 DELAYS

- 6.5.1 If the *Subcontractor* is delayed in the performance of the *Subcontract Work* by an action or omission of the *Owner*, *Consultant*, *Contractor*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Subcontract Documents*, then the *Subcontract Time* shall be extended for such reasonable time as the *Contractor* and *Subcontractor* shall agree that the *Subcontract Work* was delayed. The *Subcontractor* shall be reimbursed by the *Contractor* for reasonable costs incurred by the *Subcontractor* as a result of such delay.
- 6.5.2 If the *Subcontractor* is delayed in the performance of the *Subcontract Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Subcontractor* or any person employed or engaged by the *Subcontractor* directly or indirectly, then the *Subcontract Time* shall be extended for such reasonable time as the *Contractor* and *Subcontractor* shall agree that the *Subcontract Work* was delayed. The *Subcontractor* shall be reimbursed by the *Contractor* for reasonable costs incurred by the *Subcontractor* as a result of such delay.
- 6.5.3 If the *Subcontractor* is delayed in the performance of the *Subcontract Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Subcontractor* is a member or to which the *Subcontractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Subcontractor's* control other than one resulting from a default or breach of *Subcontract* by the *Subcontractor*,
- then the *Subcontract Time* shall be extended for such reasonable time as the *Contractor* and *Subcontractor* shall agree that the *Subcontract Work* was delayed. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Subcontractor* agrees to a shorter extension. The *Subcontractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant*, *Contractor*, or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Contractor* not later than 7 *Working Days* after commencement of delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under SCC 2.1 – SUPPLEMENTAL INSTRUCTIONS, then no request for extension shall be made because of failure of the *Contractor* to furnish instructions until 14 *Working Days* after demand for such instructions has been made.

SCC 6.6 CLAIMS FOR A CHANGE IN SUBCONTRACT PRICE

- 6.6.1 If the *Subcontractor* intends to make a claim for an increase to the *Subcontract Price*, or if the *Contractor* intends to make a claim against the *Subcontractor* for a credit to the *Subcontract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party.

- 6.6.2 Upon commencement of the event or series of events giving rise to the claim, the party intending to make a claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the other party a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the other party may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The responding party shall reply by *Notice in Writing* within 10 *Working Days* after receipt of the claim, or within such other time period as may be agreed by the parties.
- 6.6.6 If such reply is not acceptable to the party making the claim, the claim shall be settled in accordance with Part 8 of the Subcontract Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

SCC 7.1 CONTRACTOR'S RIGHT TO PERFORM THE SUBCONTRACT WORK, TERMINATE THE SUBCONTRACTOR'S RIGHT TO CONTINUE WITH THE SUBCONTRACT WORK OR TERMINATE THE SUBCONTRACT

- 7.1.1 If the *Subcontractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Subcontractor's* insolvency, or if a receiver is appointed because of the *Subcontractor's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Subcontractor's* right to continue with the *Subcontract Work*, by giving the *Subcontractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Subcontractor* neglects to prosecute the *Subcontract Work* properly or otherwise fails to comply with the requirements of the *Subcontract* to a substantial degree, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, give the *Subcontractor Notice in Writing* that the *Subcontractor* is in default of the *Subcontractor's* contractual obligations and instruct the *Subcontractor* to correct the default in 3 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 3 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Subcontractor* shall be in compliance with the *Contractor's* instructions if the *Subcontractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Contractor* within the 3 *Working Days* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Subcontract* terms and with such schedule.
- 7.1.4 If the *Subcontractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Contractor* may have, the *Contractor* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Subcontractor*, or
 - .2 terminate the *Subcontractor's* right to continue with the *Subcontract Work* in whole or in part or terminate the *Subcontract*.
- 7.1.5 If the *Contractor* terminates the *Subcontractor's* right to continue with the *Subcontract Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Contractor* shall be entitled to:
- .1 take possession of the *Subcontract Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Subcontract Work* by whatever method the *Contractor* may consider expedient, but without undue delay or expense; and
 - .2 withhold further payment to the *Subcontractor* until a final certificate for payment is issued; and

- .3 charge the *Subcontractor* the amount by which the full cost of finishing the *Subcontract Work* and a reasonable allowance to cover the cost of corrections to work performed by the *Subcontractor* that may be required under SCC 12.3 – WARRANTY, exceeds the unpaid balance of the *Subcontract Price*; however, if such cost of finishing the *Subcontract Work* is less than the unpaid balance of the *Subcontract Price*, the *Contractor* shall pay the *Subcontractor* the difference; and
 - .4 on expiry of the warranty period, charge the *Subcontractor* the amount by which the cost of corrections to the *Subcontractor's* work under SCC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Subcontractor* the difference.
- 7.1.6 The *Subcontractor's* obligation under the *Subcontract* as to quality, correction and warranty of the work performed by the *Subcontractor* up to the time of termination shall continue after such termination of the *Subcontract*.

SCC 7.2 SUBCONTRACTOR'S RIGHT TO SUSPEND THE SUBCONTRACT WORK OR TERMINATE THE SUBCONTRACT

- 7.2.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Subcontractor* may, without prejudice to any other right or remedy the *Subcontractor* may have, terminate the *Subcontract* by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* should be suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Subcontractor* or of anyone directly or indirectly employed or engaged by the *Subcontractor*, the *Subcontractor* may, without prejudice to any other right or remedy the *Subcontractor* may have, terminate the *Subcontract* by giving the *Contractor* *Notice in Writing* to that effect.
- 7.2.3 The *Subcontractor* may give *Notice in Writing* to the *Contractor* that the *Contractor* is in default of the *Contractor's* contractual obligations if the *Contractor* fails to pay the *Subcontractor* in accordance with the time for payment stated in Article 6 of the Subcontract Agreement – PAYMENT.
- 7.2.4 The *Subcontractor's* *Notice in Writing* to the *Contractor* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Subcontractor* may, without prejudice to any other right or remedy the *Subcontractor* may have, suspend the *Subcontract Work* or terminate the *Subcontract*.
- 7.2.5 If the *Subcontractor* terminates the *Subcontract* under the conditions set out above, the *Subcontractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Subcontractor* may have sustained as a result of the termination of the *Subcontract*.
- 7.2.6 If the *Prime Contract* is terminated for any reason, either the *Contractor* or the *Subcontractor* may terminate this *Subcontract* upon *Notice in Writing* to the other party. Thereafter the respective rights of the parties shall be as if the *Subcontractor* had terminated under any of the above conditions.

PART 8 DISPUTE RESOLUTION

SCC 8.1 INTERPRETATION AND INSTRUCTION OF THE CONTRACTOR

- 8.1.1 The *Contractor*, in the first instance, shall decide on questions arising under the *Subcontract* and interpret the requirements therein. Such decisions shall be given in writing. The *Contractor* shall use the *Contractor's* powers under the *Subcontract* to enforce its faithful performance by both parties hereto.
- 8.1.2 Differences between the parties to the *Subcontract* as to the interpretation, application or administration of the *Subcontract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by decisions of the *Contractor* as provided in paragraph 8.1.1, shall be settled in accordance with the requirements of Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION.

- 8.1.3 If a dispute is not resolved promptly, the *Contractor* shall give instructions for the proper performance of the *Subcontract Work* and to prevent delays pending settlement of the dispute. The *Subcontractor* shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Subcontract Documents*, the *Contractor* shall pay the *Subcontractor* costs incurred by the *Subcontractor* in carrying out such instructions which the *Subcontractor* was required to do beyond what the *Subcontract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Subcontract Work*.

SCC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 The *Subcontractor* shall be conclusively deemed to have accepted a decision of the *Contractor* under paragraph 8.1.1 of SCC 8.1 – INTERPRETATION AND INSTRUCTION OF THE CONTRACTOR and to have expressly waived and released the *Contractor* from any claims in respect of the particular matter dealt with in that decision unless, within 7 *Working Days* after receipt of that decision, the *Subcontractor* sends a *Notice in Writing* of dispute to the *Contractor*, which contains the particulars of the matter in dispute and the relevant provisions of the *Subcontract Documents*. The *Contractor* shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Subcontract Documents*.
- 8.2.2 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.3 After a period of 10 *Working Days* following receipt of a *Contractor's Notice in Writing* of reply under paragraph 8.2.1, the parties shall request the Project Mediator of the *Work* to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect of the time of bid closing with the following amendment:
- .1 the word "Contract" appearing in the rules shall read "Subcontract";
 - .2 delete clauses 5.1 to 5.4 and replace them with the following:
"5.1 The Project Mediator shall be the Project Mediator of the *Work* appointed by the parties to the *Prime Contract*"; and
 - .3 in clause 11.1, delete "GC 8.2.5" and substitute "SCC 8.2.4".
- 8.2.4 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.3 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to both parties.
- 8.2.5 By giving a *Notice in Writing* to the other party, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.4, either party may refer the dispute to be finally resolved by arbitration under the Rules of Arbitration of Construction Disputes as provided in CCDC 40 in effect of the time of bid closing with the following amendment:
- .1 the word "Contract" appearing in the rules shall read "Subcontract"; and
 - .2 delete clause 7.1 (b) and replace it with the following:
"7.1 (b) the date the *Work* has been completed or the *Subcontract* has been terminated."
- The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.6 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.5 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.5 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.2.7 Should the dispute be as between the *Contractor* and *Subcontractor* only, arbitration proceedings shall not take place, unless otherwise agreed by the parties, until after the performance or alleged performance of the *Subcontract Work* except:
- .1 when the dispute concerns a payment alleged by the *Subcontractor* to be due; or
 - .2 when either party can show that the matter in dispute requires immediate consideration while evidence which would otherwise be lost is available.
- 8.2.8 In all other instances, the resolution of the dispute by arbitration shall be held in abeyance until the *Work* has been completed or the *Subcontract* has been terminated, whichever is earlier.

- 8.2.9 Except to the extent that any dispute between the *Contractor* and *Subcontractor* is a part of or relates to a dispute between the *Owner* and the *Contractor*, all disputes between the *Contractor* and *Subcontractor* shall be consolidated into a single arbitration.
- 8.2.10 Should any dispute or portion of any dispute between the *Contractor* and *Subcontractor* relate to a dispute between the *Owner* and the *Contractor*, such dispute or portion thereof as between the *Contractor* and *Subcontractor* shall be disposed of at the same time in the same proceedings and by the same Arbitration Board as is appointed to resolve the dispute between the *Owner* and the *Contractor*.
- 8.2.11 Should no Project Mediator have been appointed by the parties to the *Prime Contract*, and if no mediator is agreed to between the parties within 5 days of a mediator being required under 8.2.3, the provisions of paragraphs 8.2.3 and 8.2.4 shall be inapplicable and the notice required under 8.2.5 shall be given within 10 *Working Days* after the receipt of the *Contractor's Notice in Writing* of reply under paragraph 8.2.1.

SCC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notices in Writing* required under Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of SCC 8.1 – INTERPRETATION AND INSTRUCTION OF THE CONTRACTOR.
- 8.3.2 Nothing in Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.5 of SCC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

SCC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Subcontractor* shall protect the *Subcontract Work* and shall take all reasonable precautions to protect the *Work* and property of others during the performance of the *Subcontract Work*.
- 9.1.2 Before commencing any work, the *Subcontractor* shall determine the location of all underground utilities and structures indicated in the *Subcontract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 The *Contractor* shall be responsible for the overall protection of the *Work*. If the *Subcontract Work* or others' work is damaged, the *Contractor* shall assess the responsibility for, extent of and value of such damage and the affected parties shall accept such assessment or process it as a dispute in accordance with Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION.

SCC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 If the *Subcontractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Subcontractor* or anyone for whom the *Subcontractor* is responsible and which were not disclosed in the *Subcontract Documents* or which were disclosed but have not been dealt with by the *Contractor* or *Owner* in accordance with applicable legislation related to toxic and hazardous substances, the *Subcontractor* shall
 - .3 take all reasonable steps, including stopping the *Subcontract Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Contractor* in writing.
- 9.2.2 If the *Contractor* and *Subcontractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Subcontractor* or anyone for whom the *Subcontractor* is responsible, the *Contractor* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Contractor* and the *Subcontractor*.

- .3 if the *Contractor* and *Subcontractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Contractor* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Contractor* and *Subcontractor*.
- 9.5.2 If the *Contractor* and *Subcontractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Subcontractor*'s operations under the *Subcontract*, the *Contractor* shall promptly, at no cost to the *Subcontractor*:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Subcontractor* for the cost of taking the steps under paragraph 9.5.1.2, and
 - .3 extend the *Subcontract Time* for such reasonable time in consultation with the *Subcontractor* and the expert referred to in 9.5.1.3 and reimburse the *Subcontractor* for reasonable costs incurred as a result of the delay, and
 - .4 indemnify the *Subcontractor* as required by SCC 12.1 – INDEMNIFICATION.
- 9.5.3 If the *Contractor* and *Subcontractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Subcontractor*'s operations under the *Subcontract*, the *Subcontractor* shall promptly, at the *Subcontractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remove the mould, and
 - .2 make good any damage to the *Subcontract Work*;
 - .3 reimburse the *Contractor* for reasonable costs incurred in making good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of SCC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .4 reimburse the *Contractor* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .5 indemnify the *Contractor* as required by SCC 12.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the Subcontract Conditions - DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by SCC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

SCC 10.1 TAXES AND DUTIES

- 10.1.1 The *Subcontract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Contractor* to the *Subcontractor* as stipulated in Article 5 of the Subcontract Agreement – SUBCONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Subcontractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Subcontract Price* accordingly.

SCC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Subcontract Work*.
- 10.2.2 The *Owner* or the *Contractor* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Subcontract Documents* specify as the responsibility of the *Subcontractor*.
- 10.2.3 The *Subcontractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Subcontract Work* and customarily obtained by subcontractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Subcontract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Subcontractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Subcontract Work* and which relate to the *Subcontract Work*, to the preservation of the public health, and to construction safety.

- 10.2.5 The *Subcontractor* shall not be responsible for verifying that the *Subcontract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Subcontract Work*. If the *Subcontract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Subcontract Documents*, the *Subcontractor* shall advise the *Contractor* in writing requesting direction immediately upon such variance or change becoming known. The *Contractor* will make the changes required to the *Subcontract Documents* as provided in SCC 6.1 – CONTRACTOR'S RIGHT TO MAKE CHANGES, SCC 6.2 – CHANGE ORDER, and SCC 6.3 – CHANGE DIRECTIVE.
- 10.2.6 If the *Subcontractor* fails to advise the *Contractor* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Subcontractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses, and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Subcontract Work*, either party may submit a claim in accordance with the requirements of SCC 6.6 – CLAIMS FOR A CHANGE IN SUBCONTRACT PRICE.

SCC 10.3 PATENT FEES

- 10.3.1 The *Subcontractor* shall pay the royalties and patent licence fees required for the performance of the *Subcontract*. The *Subcontractor* shall hold the *Contractor* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Subcontractor's* performance of the *Subcontract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Subcontractor* or anyone for whose acts the *Subcontractor* may be liable.
- 10.3.2 The *Contractor* shall hold the *Subcontractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Subcontractor's* performance of the *Subcontract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Subcontract*, the model, plan or design of which was supplied to the *Subcontractor* as part of the *Subcontract Documents*.

SCC 10.4 WORKERS' COMPENSATION

- 10.4.1 At any time during the term of the *Subcontract*, when requested by the *Contractor*, the *Subcontractor* shall provide such evidence of compliance by the *Subcontractor* and *Sub-Subcontractors* with workers' compensation legislation, including payments due thereunder.

PART 11 INSURANCE AND CONTRACT SECURITY

SCC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of SCC 12.1 – INDEMNIFICATION, the *Subcontractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Subcontractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Contractor* as insured but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Subcontractor* with regard to the *Subcontract Work*. General liability insurance shall be maintained from the date of commencement of the *Subcontract Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Subcontract Work* until one year after the date of *Substantial Performance of the Work*.
 - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Subcontract Work*.

- .4 Boiler and machinery insurance in the joint names of the *Subcontractor*, the *Contractor*, the *Owner*, and the *Consultant*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
 - .5 Contractors' Equipment Insurance from the date of commencement of the *Subcontract Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 The *Contractor* shall provide, maintain and pay for "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include the *Subcontractor* as insured. The "Broad form" property insurance shall be provided from the date of commencement of the *Subcontract Work* until the earliest of:
- .1 10 calendar days after the date of *Substantial Performance of the Work*;
 - .2 on the commencement of use or occupancy of any part or section of *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - .3 when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- 11.1.3 The "Broad form" property policy shall provide that, in the case of a loss or damage, payment shall be made to the *Contractor* and the *Subcontractor* as their respective interests may appear. In the event of loss or damage:
- .1 the *Contractor* shall act on behalf of the *Subcontractor* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Subcontractor* shall proceed to restore the *Subcontract Work*. Loss or damage shall not affect the rights and obligations of either party under the *Subcontract* except that the *Subcontractor* shall be entitled to a reasonable extension of *Subcontract Time* agreed between the *Contractor* and the *Subcontractor* in consideration of the extent of the loss or damage;
 - .2 the *Subcontractor* shall be entitled to receive from the *Contractor*, in addition to the amount due under the *Subcontract*, the amount which the *Contractor's* interest in restoration of the *Subcontract Work* has been appraised, such amount to be paid as the restoration of the *Subcontract Work* proceeds in accordance with the progress payment provisions. In addition the *Subcontractor* shall be entitled to receive from the payments made by the insurer the amount of the *Subcontractor's* interest in the restoration of the *Subcontract Work*; and
 - .3 to the *Subcontract Work* arising from the work of the *Contractor*, the *Contractor's* own forces, or another contractor, the *Contractor* shall, in accordance with the *Contractor's* obligations under the provisions relating to construction by the *Contractor* or other contractors, pay the *Subcontractor* the cost of restoring the *Subcontract Work* as the restoration of the *Subcontract Work* proceeds and as in accordance with the progress payment provisions.
- 11.1.4 Prior to commencement of the *Subcontract Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Subcontractor* shall promptly provide the *Contractor* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Subcontract Work*.
- 11.1.5 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Subcontract*.
- 11.1.6 If the *Subcontractor* fails to provide or maintain insurance as required by the *Subcontract Documents*, then the *Contractor* shall have the right to provide and maintain such insurance and give evidence to the *Subcontractor*. The *Subcontractor* shall pay the cost thereof to the *Contractor* on demand or the *Contractor* may deduct the cost from the amount which is due or may become due to the *Subcontractor*.
- 11.1.7 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.8 If a revised version of CCDC 41 – CCDC INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Subcontractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.9 If a revised version of CCDC 41 – CCDC INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Contractor* may request the increased coverage from the *Subcontractor* by way of a *Change Order*.
- 11.1.10 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – CCDC INSURANCE REQUIREMENTS.

SCC 11.2 CONTRACT SECURITY

- 11.2.1 The *Subcontractor* shall provide and maintain in good standing until the fulfilment of the *Subcontract* the contract security required at the time of bidding or mutually agreed upon prior to signing this *Subcontract*.
- 11.2.2 The *Contractor* shall, at the request of the *Subcontractor*, furnish evidence that contract security has been provided in accordance with the *Prime Contract*.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

SCC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Contractor* and the *Subcontractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Subcontract*, provided such claims are:
- .1 caused by:
 - (a) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (b) a failure of the party to the *Subcontract* from whom indemnification is sought to fulfil its terms or conditions; and
 - .2 made in writing within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work*, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Subcontract*.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Contractor* and the *Subcontractor* for which insurance is to be provided by either party pursuant to SCC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Contractor* and the *Subcontractor* for which insurance is not required to be provided by either party in accordance with SCC 11.1 – INSURANCE, the greater of the *Prime Contract* price or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to claims by third party for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnify set forth in paragraphs 12.1.2.1 and 12.1.2.2. shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Contractor* and the *Subcontractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in SCC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Contractor* shall indemnify and hold harmless the *Subcontractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of SCC 10.3 – PATENT FEES, and
 - .2 arising out of the *Subcontractor's* performance of the *Subcontract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Contractor* or the *Subcontractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

SCC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the 10th calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Subcontractor* waives and releases the *Contractor* from all claims which the *Subcontractor* has or reasonably ought to have knowledge of that could be advanced by the *Subcontractor* against the *Contractor* arising from the *Subcontractor's* involvement in the *Subcontract Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Subcontractor* no later than the 11th calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Subcontractor* by third parties for which a right of indemnification may be asserted by the *Subcontractor* against the *Contractor* pursuant to the provisions of this *Subcontract*;
 - .3 claims for which a right of indemnity could be asserted by the *Subcontractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of SCC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Subcontractor* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Subcontractor* within 390 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the 10th calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Subcontractor* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Subcontractor* arising from the *Contractor's* involvement in the *Subcontract Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Subcontractor* from the *Contractor* no later than the 11th calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Subcontractor* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Contractor* against the *Subcontractor* pursuant to the provisions of paragraph 12.1.4 of SCC 12.1 - INDEMNIFICATION;
 - .4 damages arising from the *Subcontractor's* actions which result in substantial defects or deficiencies in the *Subcontract Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Subcontract Work* which affect the *Subcontract Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to SCC 12.3 - WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Contractor* waives and releases the *Subcontractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Subcontractor* from the *Contractor* within a period of 6 years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Contractor* waives and releases the *Subcontractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under SCC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Subcontractor* from the *Contractor* within 390 calendar days following the date of *Substantial Performance of the Work*.

- 12.2.6 “*Notice in Writing* of claim” as provided for in SCC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of SCC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in SCC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the twelfth or eleventh calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the twelve or eleventh calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

SCC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under this *Subcontract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Subcontractor* shall be responsible for the proper performance of the *Subcontract Work* to the extent that the design and *Subcontract Documents* permit such performance.
- 12.3.3 The *Contractor* shall promptly give the *Subcontractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Subcontractor* shall correct promptly, at the *Subcontractor's* expense, defects or deficiencies in the *Subcontract Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Subcontractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Subcontract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Subcontractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

Note: This contract is protected by copyright. Use of a CCA 1 document not containing a CCA 1 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCA 1 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCA 1 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



Supplementary Conditions of the *Subcontract*

a) Supplementary Articles ("SA"):

SA 1. Replace Article 6.2 with the following:

6.2 The *Subcontractor* shall make applications for payment together with supporting sworn statements and other documents that are required by the Subcontract Documents on or before the 25th day of each month (herein called the Submission Date) to the *Contractor* for approval and due processing. The amount claimed shall be for the value, proportionate to the amount of the Subcontract, of Subcontract Work performed and Products delivered to the Place of the Work up to the 20th day of the month. The *Contractor* shall pay the *Subcontractor*, no later than the latest of the following three dates:

- i) 30 calendar days after the Submission Date;
- ii) 10 calendar days after the date of the *Consultant's* certificate for payment; or
- iii) 5 calendar days after the *Contractor* has been paid by the Owner,

90 percent of the amount applied for or such other amount as the *Consultant* determines to be properly due. Where the *Consultant* makes any changes to the amount of the applications for payment as submitted by the *Subcontractor*, the *Subcontractor* shall be advised promptly in writing by the *Consultant* of changes and given the opportunity to defend the *Subcontractor's* submission without delay.

SA 2. Replace Article 6.3 with the following:

6.3 It is a condition precedent to the *Subcontractor's* entitlement to any payment that the *Contractor* receive payment from the *Owner* on account of and corresponding to the *Subcontractor's* entitlement to payment. For greater certainty, in no event shall the *Contractor* be obligated to pay the *Subcontractor* for any payment application unless and until the *Contractor* receives payment from the *Owner* for amounts to such payment application. The risk of non-payment by the *Owner* shall be borne by the *Subcontractor*.

SA 3. Replace the first sentence of Article 6.5.1 with the following:

6.5.1 Should either party fail to make payments as they become due under the terms of this *Subcontract* or in an award by arbitration or court, interest at one percent per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.

b) Supplementary Subcontract Conditions ("SSC"):

SSC 1. In SCC 1.1.7.1 and 1.1.7.2 delete the items "the Agreement of the Prime Contract", "the Definitions of the Prime Contract", "Supplementary Conditions of the Prime Contract" and "the General Conditions of the Prime Contract" and place "Supplementary Conditions of the *Subcontract*" just ahead in priority to "the Agreement of the *Subcontract*."

In SCC 1.1.7.1 and 1.1.7.2., directly below in priority to "the Definitions of the *Subcontract*" insert, in the order listed below, the following schedules:

"Schedule A – Additional Roles and Responsibilities,
Schedule B – Scope of Work,
Schedule C – Quotation,
Schedule D – Schedule,"

SSC 2. Replace SCC 2.2.6 with the following:

2.2.6 The cost of testing shall be as provided in the document titled: "07 – Project Tests and Evaluation Reports – Rev 1 June 27 2018".

SSC 3. Intentionally left blank.

SSC 4. Add the following to SCC 3.9:

3.9.2 Provided the *Contractor* is not in default of its obligations to make payment under this *Subcontract*, if at any time the *Contractor* is given written notice of a lien, or should a claim for lien be registered on title to the subject property, which notice of lien or claim for lien concern work within the scope of the *Subcontract*, the *Subcontractor* shall proceed forthwith and expeditiously thereafter to have the claim for lien vacated from title at the *Subcontractor's* expense. Should the *Subcontractor* not have such a claim for lien vacated from title within the period required by the *Contractor*, the *Contractor* may have the claim for lien vacated at the expense of the *Subcontractor*.

3.9.3 Should the *Contractor* vacate any claim for lien relating to the *Subcontractor's* scope of work, the *Contractor* will have the right to deduct out of any payment due or thereafter to become due to the *Subcontractor* an amount sufficient to vacate the said claim for lien and the expenses incurred by the *Contractor* as a result of the said claim for lien, including, but not limited to, interest costs, bonding costs, legal costs, overhead and other fees. In any event, the *Subcontractor* will be liable to pay the *Contractor* for such expenses regardless of whether any amount is due to be paid to the *Subcontractor*.

SSC 5. Add the following SCC 3.10:

SCC 3.10 QUALITY ASSURANCE

3.10.1 The *Contractor* or *Owner* may implement a Quality Assurance Program for the *Work*, as outlined in Schedule B – Scope of Work. The *Subcontractor* shall respect and comply with such program.

SSC 6. Add SCC 3.11 as follows:

SCC 3.11 DOCUMENT REVIEW

3.11.1 The *Subcontractor* represents and warrants that it has received and has reviewed all of the *Subcontract Documents* in advance of the execution of this *Subcontract*. The *Subcontractor* shall report promptly to the *Contractor* any error, inconsistency or omission the *Subcontractor* has or may discover. Such review by the *Subcontractor* shall be to the best of the *Subcontractor's* knowledge, information and belief and in making such review the *Subcontractor* does not assume any responsibility to the *Contractor* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Subcontract Documents* which the *Subcontractor* did not discover. If the *Subcontractor* does discover any error, inconsistency or omission in the *Subcontract Documents*, the *Subcontractor* shall not proceed with the work affected until the *Subcontractor* has received corrected or missing information from the *Contractor*.

SSC 7. Add SCC 4.2 as follows:

SCC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Subcontract Price* includes the contingency allowance, if any, stated in the *Subcontract Documents*.

4.2.2 The contingency allowance includes the *Subcontractor's* overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in PART 6 CHANGES IN THE WORK.

4.2.4 The *Subcontract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

SSC 8. Add SCC 5.1.6, SCC 5.1.7, and SCC 5.1.8 as follows:

- 5.1.6 The *Subcontractor* shall include with each application for payment a duly sworn statutory declaration, acceptable to the *Contractor*, stating that all *Sub-subcontractors*, *Suppliers* and other persons entitled to be paid from previous progress payments made to the *Subcontractor*, have been paid, except for holdback, and a Workplace Safety and Insurance Board ("WSIB") Clearance Certificate stating that all WSIB charges and assessments of the *Subcontractor* have been paid.
- 5.1.7 Claims for *Products* delivered to the *Place of the Work* but not incorporated into the *Subcontract Work* shall be supported by such evidence as the *Contractor* may reasonably require, to establish the value and delivery of the *Products*.
- 5.1.8 Claims for *Products* not yet delivered to the *Place of Work* shall be supported by such evidence as the *Contractor* may reasonably require, to establish the value and delivery of the *Products*. The *Subcontractor* shall provide access for the *Contractor's* cost consultant to visit the place where the *Products* are kept for verification at the *Subcontractor's* cost. All *Products* must be stored above grade and must be properly protected at all times against weather, heat, cold, moisture and all other hazards that the *Products* may be subject to. All *Products* must not be co-mingled with other material, and clearly labelled "Property of Mizrahi Development Group (The One) Inc.". All *Products* claimed that are located outside of Canada must be insured by the *Subcontractor*, at its own expense, for "All-Risk Perils" insurance. The certificate of insurance must be provided prior to any *Subcontractor* claims for *Products*. The certificate of insurance must be in a form acceptable to the *Owner*. If the *Subcontractor* is not able to obtain the requisite insurance for the *Products*, the *Subcontractor* may submit a written request to the *Owner* providing the description of the *Products*, the storage location, a statement that the *Subcontractor* agrees to assume all risks associated with lost or damaged items, and any such further information requested by the *Owner*. The written request will be submitted to the project lenders' designated payment certifier for approval. No claims for *Products* may be made if certification is not provided by the project lenders' designated payment certifier. The *Subcontractor* is responsible for all damage to the *Products* while in storage or transportation.

SCC 9. Add SCC 6.1.3 as follows:

- 6.1.3. The *Subcontractor* acknowledges that the *Contractor* has entered into this Agreement in express reliance on the *Subcontractor's* representations, written and oral, that the *Subcontractor* is an expert in its field and in the execution of the *Subcontract Work*, is fully familiar with all aspects of the requirement of the *Subcontract Work*, and is ready, willing and able to complete the *Subcontract Work*, according to the *Subcontract Documents*, in a timely manner. The *Contractor* has relied on these representations and agrees with the *Subcontractor* that changes to the *Subcontract Price* will not be approved for any reason, including errors and omissions, non-compliance with jurisdictional authorities, unforeseen *Subcontract Work* interface ambiguities, coordination problems with other trades, manufacturer's requirements or any other matter other than by way of a Change Order or Change Directive as specified in this *Subcontract*.

- SSC 10. Add new SCC 6.2.3:
- 6.2.3 Quotations that include mark-up on the cost of work shall not exceed fifteen (15) percent for overhead and fee.
- SSC 11. Add new SCC 6.3.14:
- 6.3.14 Quotations that include mark-up on the cost of work shall not exceed fifteen (15) percent for overhead and fee.
- SSC 12. Add new SCC 6.6.7:
- 6.6.7 The *Subcontractor* may be able to obtain any relief whatsoever from the *Contractor* only if and to the extent that the *Contractor* is able to obtain that same relief from the *Owner* under the Prime Contract. For greater clarity, the *Contractor's* recovery of any such relief from the *Owner* shall constitute a condition precedent to the *Subcontractor's* claim for such relief against the *Contractor*.
- SSC 13. Add to SCC 7.1.5.4 and a new SCC 7.1.5.5 as follows:
- Replace the “.” at the end of 7.1.5.4 with “; and”.
- 7.1.5.5 The “full cost of finishing the *Subcontract Work*” in SCC 7.1.5.3 above shall include, but not be limited to, the costs of materials and labour to complete the *Subcontract Work*, and any damages incurred by the *Contractor* as a result of the registration of any claims for lien either by the *Subcontractor* or any of its *Sub-subcontractors* and *Suppliers*, any legal fees incurred by the *Contractor* and the *Contractor's* overhead, and fee charges on all of its costs of completing the *Subcontract Work*, and any fees paid by the *Contractor* as a result of the termination, on a full indemnity scale.
- SSC 14. Intentionally left blank.
- SSC 15. Intentionally left blank.
- SSC 16. Replace SCC 9.2.2, SCC 9.2.3, SCC 9.2.4, and SCC 9.2.5 with the following:
- 9.2.2 If the *Contractor* and *Subcontractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Subcontractor* or anyone for whom the *Subcontractor* is responsible, the *Contractor* shall make a determination of those issues and give *Notice in Writing* of same to the *Subcontractor*.

- 9.2.3 If the *Contractor* determines the toxic substances were not brought onto the *Place of the Work* by the *Subcontractor* or anyone for whom the *Subcontractor* is responsible, the *Contractor* shall promptly, at no cost to the *Subcontractor*:
- .1 take all reasonable and necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work*;
 - .2 reimburse the *Subcontractor* for the costs of all steps taken pursuant to paragraph 9.2.1;
 - .3 extend the *Subcontract Time* for such reasonable time that the *Contractor* determines, and reimburse the *Subcontractor* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Subcontractor* as required by SCC 12.1 – INDEMNIFICATION.
- 9.2.4 If the *Contractor* determines the toxic substances were brought onto the *Place of the Work* by the *Subcontractor* or anyone for whom the *Subcontractor* is responsible, the *Subcontractor* shall promptly at the *Subcontractor's* expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work* to safely remove and dispose of the toxic or hazardous substances;
 - .2 make good any damage to the *Subcontract Work*;
 - .3 reimburse the *Contractor* for the costs it incurred in making good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in SCC 9.1.3;
 - .4 reimburse the *Contractor* for reasonable costs incurred under SCC 9.2.2; and
 - .5 indemnify the *Contractor* as required by SCC 12.1 – INDEMNIFICATION.
- 9.2.5 If the *Subcontractor* does not accept the *Contractor's* determinations under SCC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, the disagreement shall be settled in accordance with Part 8 of the Subcontract Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the *Contractor's* determinations and take the steps required by paragraph 9.2.3 or 9.2.4, it being understood that by doing so, neither party will jeopardize any claim that party may have to be reimbursed as provided for by SCC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES

SSC 17. Replace SCC 9.5 with the following:

SCC 9.5 MOULD

- 9.5.1 If the *Contractor* or *Subcontractor* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Subcontract Work*,

- .1 the observing party shall promptly report the circumstances to the other party in writing, and
- .2 the *Contractor* and the *Subcontractor* shall promptly take all reasonable steps, including stopping the *Subcontract Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and
- .3 the *Contractor* will make a determination of the existence, significance and cause of the mould or as to what steps need to be taken to deal with it, and shall deliver a *Notice in Writing* to the *Subcontractor* accordingly.

9.5.2 If the *Contractor* determines that the presence of mould was not caused by the *Subcontractor's* operations under the *Subcontract*, the *Contractor* shall promptly, at no cost to the *Subcontractor*:

- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
- .2 reimburse the *Subcontractor* for the costs of taking the steps taken pursuant to paragraph 9.5.1.2;
- .3 extend the *Subcontract Time* for such reasonable time that the *Contractor* determines, and reimburse the *Subcontractor* for reasonable costs incurred as a result of the delay; and
- .4 indemnify the *Subcontractor* as required by SCC 12.1 – INDEMNIFICATION.

9.5.3 If the *Contractor* determines that the presence of mould was caused by the *Subcontractor's* operations under the *Subcontract*, the *Subcontractor* shall promptly, at the *Subcontractor's* expense:

- .1 take all reasonable and necessary steps to safely remove the mould, and
- .2 make good any damage to the *Subcontract Work*;
- .3 reimburse the *Contractor* for the costs it incurred in making good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in SCC 9.1.3;
- .4 reimburse the *Contractor* for reasonable costs incurred under SCC 9.5.1.3; and
- .5 indemnify the *Contractor* as required by SCC 12.1 – INDEMNIFICATION.

9.5.4 If the *Subcontractor* does not accept the *Contractor's* determinations under SCC 9.5 - MOULD, the disagreement shall be settled in accordance with Part 8 of the Subcontract Conditions

– DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the *Contractor's* determinations and take the steps required by paragraph 9.5.2 or 9.5.3, it being understood that by doing so, neither party will jeopardize any claim that party may have to be reimbursed as provided for by SCC 9.5 – MOULD.

SSC 18. Delete SCC 11.1 and replace with the following:

SCC 11.1 INSURANCE

11.1.1 Without restricting the generality of SCC 12.1 – INDEMNIFICATION, the *Subcontractor* shall provide, maintain and pay for the following insurance coverages:

- .1 Automobile Liability Insurance from the date of commencement of the *Subcontract Work* until one year after the date of *Substantial Performance of the Work*, in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Subcontractor*.
- .2 Aircraft and Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Subcontract Work*, including use of additional premises, with limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$10,000,000 for aircraft passenger hazard.
- .3 "All Risk" Contractors' Equipment Insurance from the date of commencement of the *Subcontract Work* until one year after the date of *Substantial Performance of the Work*, covering *Construction Equipment* owned, rented, leased or used by the *Subcontractor*, including boiler insurance on boiler and pressure vessels. The "All Risk" Contractors' Equipment Insurance shall be in a form acceptable to the *Contractor* and shall not allow subrogation claims by the insurer against the *Owner* or the *Contractor*.
- .4 General liability insurance with respect to operations not insured under the wrap-up liability policy maintained by the *Owner*, and off-site operations, with limits of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year, and a deductible not exceeding \$25,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard form of non-owned automobile liability policy) and include bodily injury and property damage, personal injury, tenant's legal liability, employers liability, owner's and contractor's protective, broad form property damage, cross liability and separation of insureds, blanket contractual liability, contingent wrap-up liability (including coverage for difference in limits, difference in conditions and difference in deductibles), and broad form completed operations. The policy shall be endorsed to name the *Owner*, the *Contractor*, and any other entity that

the *Owner* or the *Contractor* may require, as additional insureds with respect to liability arising out of the operations of the *Subcontractor* with regard to the *Subcontract Work*. Subject to satisfactory proof of financial capability by the *Subcontractor*, the *Contractor* may agree to increase the deductible amounts. The *Subcontractor* shall maintain this general liability insurance from the date of commencement of the *Subcontract Work* until the end of the ultimate limitation period of 15 years pursuant to the Limitations Act, Ontario.

- 11.1.2 If the *Subcontractor* fails to provide or maintain insurance as required by the *Subcontract Documents*, then the *Contractor* shall have the right to provide and maintain such insurance and give evidence to the *Subcontractor*. The *Subcontractor* shall pay the cost thereof to the *Contractor* on demand or the *Contractor* may deduct the cost from any amount which is due or may become due to the *Subcontractor*.
- 11.1.3 The *Owner* will obtain, maintain and pay for 'wrap-up' general liability insurance in the joint names of the *Owner*, the *Contractor*, the *Consultant* and the *Subcontractor* with limits of not less than \$100,000,000 per occurrence and a general deductible not more than \$50,000. The insurance coverage will be primary to all other insurance policies and will not be substantially less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320, except for liability arising from damage to the *Project* during construction, which will be limited to the completed operations period. The insurance will be maintained from the date of commencement of the *Project* until the date of *Substantial Performance of the Work*. The *Owner* will be responsible to provide coverage for completed operations hazards from the date of *Substantial Performance of the Work* for a period of 2 years.
- 11.1.4 The *Owner* will provide, maintain and pay for the following insurance coverages:
 - .1 "Broad form" property insurance, including boiler and machinery, in the joint names of the *Owner*, the *Contractor*, and the *Consultant*. The policy will include the *Subcontractor* as insured. The policy will have limits of not less than the full value of the *Project*, as determined by the *Owner* in its sole discretion, and a general deductible not exceeding \$50,000, except for specific perils (including flood, sewer back- up, water damage, testing and commissioning, and earthquake), for which a higher deductible applies. The insurance coverage will not be less than the insurance provided by the latest edition of IBC Forms 4042 and 4047 or their equivalent replacement. In addition to the exclusions identified in the latest edition of IBC forms 4042 and 4047, the *Owner* will not be required to provide insurance coverage for Asbestos, Cyber Risk, Mould, or Terrorism. The "Broad form" property insurance will be provided from

the date of commencement of the *Subcontract Work* until the date of *Substantial Performance of the Work*.

- .2 The "Broad form" property and boiler and machinery policies will provide that, in the case of a loss or damage, payment shall be made to the *Owner*, the finance providers, the *Contractor*, and the *Subcontractor*, as their respective interests may appear. In the event of loss or damage:
 - (1) the *Contractor* shall act on behalf of the *Subcontractor* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Subcontractor* shall proceed to restore the *Subcontract Work*. Loss or damage shall not affect the rights and obligations of either party under the *Subcontract* except that the *Subcontractor* shall be entitled to such reasonable extension of *Subcontract Time* agreed between the *Contractor* and the *Subcontractor* in consideration of the extent of the loss or damage;
 - (2) the *Subcontractor* shall be entitled to receive from the *Contractor*, in addition to the amount due under the *Subcontract*, the amount which the *Contractor's* interest in restoration of the *Subcontract Work* has been appraised, such amount to be paid as the restoration of the *Subcontract Work* proceeds in accordance with the progress payment provisions. In addition the *Subcontractor* shall be entitled to receive from the payments made by the insurer the amount of the *Subcontractor's* interest in the restoration of the *Subcontract Work*; and
 - (3) to the *Subcontract Work* arising from the work of the *Contractor*, the *Contractor's* own forces or another contractor, the *Contractor* shall, in accordance with the *Contractor's* obligations under the provisions relating to construction by *Contractor* or other contractors, pay the *Subcontractor* the cost of restoring the *Subcontract Work* as the restoration of the *Subcontract Work* proceeds and as in accordance with the progress payment provisions.

11.1.5 Proof of insurance.

- .1 The *Subcontractor* shall, at least 7 days prior to the commencement of the *Subcontract Work*, within 7 days of any renewal, amendment, extension or replacement of coverage, or within 7 days of a request by the *Contractor*, furnish to the *Contractor* a certificate of insurance, signed by an authorized representative of the insurer, and, if required, a true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the

Subcontract Work. The *Subcontractor* shall confirm that the premium associated with such policies has been paid. The receipt of the above documentation by the *Contractor* shall not be deemed confirmation by the *Contractor* that the insurance complies with the requirements of paragraph 11.1.1. The *Subcontractor* shall have the sole responsibility for ensuring that the insurance coverages in paragraph 11.1.1 are in place.

- .2 The *Contractor* shall, at the request of the *Subcontractor*, provide the *Subcontractor* with confirmation of coverage under the policies specified in paragraphs 11.1.3 and 11.1.4, and make the insurance policies available for review at the site office. The *Contractor* and the *Owner* shall not be liable to the *Subcontractor* for any deficiency or alleged deficiency in coverage under the policies specified in paragraphs 11.1.3 and 11.1.4.

11.1.6 The *Subcontractor* shall be responsible for deductible amounts under all insurance policies, except where the *Subcontractor* can show that the claim arose from a breach by the *Contractor* of its obligations under the *Subcontract*, in which case the parties shall pay their share of the deductible amounts in direct proportion to their responsibility. If the responsibility of the parties cannot be established, the deductible shall be allocated to the parties whose *Subcontract Work* has been damaged in proportion to such damage.

11.1.7 All insurance policies maintained by the *Subcontractor* shall be:

- .1 with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*, and having an A.M. Best Financial Strength rating of "A-" or better, or as otherwise approved by the *Contractor*;
- .2 in a form acceptable to the *Contractor*;
- .3 endorsed to provide the *Contractor* and the *Owner* with not less than 30 days written notice in advance of cancellation; and
- .4 primary and non-contributory.

SSC 19. Intentionally left blank.

SSC 20. Replace SCC 12.1.2.1 with the following:

12.1.2.1 In respect of losses suffered by the *Subcontractor* for which insurance is to be provided pursuant to SCC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 – INSURANCE REQUIREMENTS in effect at the time of bid closing; but there is no such limitation with respect to losses suffered by the *Contractor*.

SSC 21. Add new SCC 12.1.6, making old SCC 12.1.6 into SCC 12.1.7:

12.1.6 The *Subcontractor* shall indemnify the *Contractor* for any fine or assessment incurred by the *Contractor* pursuant to the *Occupational Health and Safety Act* as a result of any breach of that Act by the *Subcontractor*, and for any of the overhead, legal costs and other fees and expenses that are incurred by the *Contractor* as a result of such breach.

SSC 22. Replace SCC 12.3 with the following:

SCC 12.3 WARRANTIES

12.3.1 Should the provisions of the *Ontario New Home Warranties Plan Act* apply to the *Work*, the warranties with regard to the *Subcontract* will run for the same periods as the warranties that are provided by that Act as they apply to the *Work* and to the *Subcontract Work*.

12.3.2 For all other work, the warranty period under this *Subcontract* is two years from the date of the *Substantial Performance of the Work*.

12.3.3 The *Subcontractor* shall be responsible for the proper performance of the *Subcontract Work* only to the extent that the design and *Subcontract Documents* permit such performance.

12.3.4 The *Contractor* shall promptly give the *Subcontractor* notice in writing of observed defects and deficiencies which occur during the above noted warranty periods.

12.3.5 Subject to paragraph 12.3.4, the *Subcontractor* shall correct promptly, at the *Subcontractor's* expense, defects or deficiencies in the *Subcontract Work* which appear prior to and during the above noted warranty periods.

12.3.6 The *Subcontractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.7 Any extended warranties required beyond the above noted warranty periods as described in this section, SCC 12.3 Warranty, shall be as specified in the *Subcontract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Subcontractor's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor

The ONE

Exterior Building Envelope System – Preconstruction, VMU, PMU and all supply and installation up to and including level 18

Schedule A – Additional Roles and Responsibilities

The following shall be read in conjunction with other Subcontract Documents and in any cases of conflict the more stringent requirements shall apply, as determined by the Consultant.

Roles of Construction Manager and Subcontractor

1. The Contractor (Mizrahi Inc.) has retained Clark Construction Management Inc. to act as Construction Manager for this project. Clark Construction Management Inc. will oversee:
 - a. Progress Control.
 - b. Project Scheduling, Documentation, Tendering and On-Site Procedures.
 - c. Contract Administration and Documentation. Close out and occupancy.
2. Notwithstanding the foregoing, any changes to the Subcontract Price or Subcontract Time requires written approval by Mizrahi Inc.. For greater certainty Clark Construction Management Inc. is not authorized to provide approval for changes to the Subcontract Price nor Subcontract Time.
3. The Subcontractor shall co-operate with the Construction Manager and with all other subcontractors with whose work that this Subcontractor may come in contact to avoid any conflict, delay or hindrance of the work. The Construction Manager shall facilitate the coordination of trades, but this does not reduce the Subcontractor's responsibility to co-operate with the Construction Manager, Contractor, and other subcontractors. The Construction Manager shall not be liable to the Subcontractor.
4. The Contractor shall be entitled at its sole option to adjust the roles and responsibilities of itself and the Construction Manager, and/or make any of the following changes, which shall under no circumstances form the basis for any change to the Subcontract Price or Subcontract Time:
 - a. Self-perform or assign to third parties the performance of tasks assigned to the Construction Manager under this Subcontract;
 - b. Assign to the Construction Manager or third parties the performance of tasks assigned to the Contractor under this Subcontract;
 - c. Adjust the individual personnel working on the Project for Contractor or the Construction Manager; or
 - d. Assign any or all of the role of Construction Manager to another entity, other than Clark Construction Management Inc.

The Contractor shall provide notice to the Subcontractor for any adjustments to the roles and responsibilities of itself and the Construction Manager.

5. The Subcontractor shall provide and manage labour who will work in harmony with all other workers on site. This project will be constructed by labour working in a union. Parties causing disruption to the progress of the work will be dismissed from the project and held responsible for any damages caused.



Bonding, Warranty and Insurance

1. The Subcontractor shall provide a two-year warranty from the later of the date of Substantial Completion or the date of condominium registration, agreeing to repair or replace defective materials and workmanship during the warranty period.
2. Substantial Completion shall occur upon:
 - a. The complete installation, commissioning and satisfactory operation of the exterior wall system, operating vents, revolving and swing doors has been accepted by the Consultant.
 - b. All required close-out documents are submitted by the Subcontractor and approved by the Consultant including Operation and Maintenance Manuals, stamped record as-built drawings and calculations.
3. Other warranties provided by manufacturers, fabricators, suppliers and sub-subcontractors shall be pass-through and commence from the date of purchase, receipt and acceptance in good order by the Subcontractor.
4. Unless otherwise specified in the contract documents the glass shall have a minimum warranty of 10 years.
5. All warranties and close-out documents not received for Substantial Completion shall be provided prior to release of holdback.
6. Payment of any insurance deductibles are the responsibility of this Subcontractor.
7. The Contractor requires that insurance policies be endorsed to name Mizrahi Development Group (The One) Inc., Mizrahi Inc., and Clark Construction Management Inc. as additional insureds with respect to liability arising out of the Subcontract and provide waiver of subrogation in favor of Mizrahi Development Group (The One) Inc., Mizrahi Inc., and Clark Construction Management Inc..

Schedule

8. The Subcontractor shall supply and maintain its Subcontract work during the term of this Subcontract, all necessary and appropriate labour, equipment and materials to perform this contract and to expedite the same in accordance with the Construction Manager's scheduling requirements as reasonably agreed by both parties. Time is of the essence of this contract agreement.
9. The Contractor or Construction Manager's representation of the Schedule shall not relieve the Subcontractor of any obligation for the performance of its Subcontract work, effect a change in the Schedule or Substantial Performance of the Subcontract work date, or be construed to establish the validity of the Schedule, including logic, durations, and relationships between activities.
10. If the Schedule reflects a completion date earlier than the Substantial Performance of the Subcontract Work date, the difference between the two dates shall be deemed float time, which is not owned by either party and shall be allocated by the Contractor during the progress of the work.
11. The Contractor and Construction Manager may reasonably rely upon the Schedule and the Subcontractor acknowledges that the Contractor or Owner may commence dealings with any



third-party, including the procurement of Contractor or Owner-furnished materials, execution of leases and contracts, obtaining financing, hiring and training of employees, and advertising or marketing, or selling the improvements at the project, based upon the Schedule.

12. The Subcontractor shall monitor the progress of its Subcontract work, and regularly review the Schedule to reflect the actual progress of the Subcontract Work.
13. Within 10 business days of signing of the Contract, the Subcontractor shall provide the Contractor and Construction Manager with a comprehensive schedule including line items for design development, shop drawing approvals, fabrication, delivery to site, installation inspection and commissioning as a minimum, meeting its obligations under this Subcontract Article 4 – Schedule.
14. At the Contractor or Construction Manager's written request, the Subcontractor shall make reasonable adjustments to the Schedule to include the activities of the Construction Manager, Contractor, or any other Subcontractor in connection with the Project, at no cost or expense to the Contractor or Owner.
15. The Subcontractor shall notify the Construction Manager in writing within ten days of any revision to the Schedule that reflects any imminent, anticipated or foreseeable delay.
16. In the event of a delay for which the Subcontractor is responsible, the Subcontractor shall take, at no cost or expense to the Contractor or Owner, all necessary measures to recover the planned progress of its Subcontract work, including, but not limited to, re-sequencing portions of the Subcontract work; working overtime, weekends, or additional shifts; increasing the labour and equipment at the project; expediting the delivery of critical equipment and materials including waiting time, double handling, out of hours delivery and installation, off site storage space, street and/or lane closures, barriers, police services and protection of new and existing services.
17. Should the Subcontractor fail to notify the Contractor and Construction Manager of any delay or fail to comply with providing the Contractor and Construction Manager written notice, the Contractor or Construction Manager may, at no cost or expense to the Contractor or Owner, direct the Subcontractor to any or all of the following:
 - a. Provide a detailed, accurate recovery plan
 - b. Work overtime, weekends, or additional shifts
 - c. Increase the labour and equipment at the project
 - d. Expedite the delivery of critical equipment and materials, or
 - e. Take other measures to recover the planned progress of the Subcontract work

Price and Payment

18. All duties, tariffs and royalties shall be included in all lump sum(s) and unit prices in Schedule C – Quotation. H.S.T. is not included in Schedule C amounts and will be paid by the Owner separately as an extra to the Subcontract, in accordance with the Subcontract Article 5 – Subcontract Price.
19. The Subcontractor has confirmed its acceptance of the Trade Specific Scope of Work included in Schedule B.
20. The Subcontractor shall provide a Schedule of Values and projected billing reflecting the values in Schedule "B" of the Tender documents listing the unit prices, cash allowances, bonding

costs, separate prices and the accepted alternate prices of the awarded bid in accordance with SCC 5.1.2 and within 10 days of the signing the Subcontract. This must be submitted and approved by the Contractor.

21. Release of holdback. Both parties agree that the holdback will be released in accordance with SCC 5.2.22 and the Ontario *Construction Lien Act*, as it read immediately prior to July 1, 2018.
22. In order to maintain the highest level of consistency for the glass and cladding finishes, the Subcontractor shall engage its manufacturer to run all of the bronze exterior glass and all of the prefinished cladding sheets in one batch to cover the work for the entire project plus 4% for repairs and replacement anticipated by the Subcontractor, in addition to the manufacturer's estimated extra amount needed to cover production and replacement of damaged/defective material found during supply to the project. The Schedule of Values will indicate an amount for the cost of the glass and prefinished metal cladding sheets (the "Materials"). Once the Materials have been manufactured and stored at the fabricator's factory, even if located outside Ontario, the Materials will be labelled as property of "Mizrahi Development Group (the One) Inc.". Notwithstanding any other agreement between the Subcontractor, Contractor or Owner concerning transfer of title or responsibility for shipping costs, the Subcontractor shall bear all risk of loss to all Materials ordered under any purchase order, or ordered hereunder, until the Materials have been properly installed, in accordance with this Subcontract. For greater certainty, the Subcontractor guarantees that the Materials will be properly and safely stored, transported and installed and that further the Materials are fit for its purpose, which purpose is stated in this Subcontract. The Subcontractor further agrees to compensate the Owner for the full replacement costs of the Materials, including but not limited to any consequential costs associated with locating a new supplier for the Materials and increases in the Materials' costs. Once the Materials become property of the Owner and the requirements outlined here and in SCC 5.1.8, as set out in SSC 8, are met, the Subcontractor may include the cost of the Materials in its next application for Payment.
23. Once the material pertaining to the fabricated, assembled glazed curtain wall frames and cladding panels are completed, shipped and stored in Ontario, labelled, insured and inventoried as property of the Owner for the exclusive use of the project, the material shall become property of the Owner.
24. Once the material described in paragraph 23 above becomes property of the Owner, the Subcontractor shall be able to bill for stored material.
25. The Schedule of Values shall have a line items to allow for the billing for the custom dies required to manufacture the custom aluminum extrusions and gaskets for the project. These dies shall be listed and confirmed by the Subcontractor, the Third-Party Production Monitoring Company and the Construction Manager that they will be labelled and stored as property of the Owner for the exclusive use of the project until substantial completion of the project.
26. The Subcontractor agrees that the sub-subcontract between the Subcontractor and its Curtain Wall Fabricator shall be assignable to the Contractor should the Subcontractor fail to keep current payments to the Curtain Wall Fabricator or should the Subcontractor be in default in his work under the terms of this Subcontract.
27. The Subcontractor shall submit and confirm the supply chain for this project, including information regarding all of Subcontractor's key personnel, key suppliers, and sub-



subcontractors requested by the Construction Manager, within 20 business days of the signing of this contract.

28. The Contractor shall, at the request of the Subcontractor, furnish to the Subcontractor reasonable evidence that financial arrangements have been made to fulfill the Contractor's obligations under the Contract.
29. The Contractor shall give the Subcontractor Notice in Writing of any material change in the Contractor's financial arrangements to fulfil the Contractor's obligations under the Contract during the performance of the Contract.
30. The Contractor shall obtain and furnish a Payment Guarantee granted by the Owner, MIZRAHI DEVELOPMENT GROUP (THE ONE) INC. in favour of GAMMA WINDOWS & WALLS INTERNATIONAL INC. with respect to this contract.

End of Schedule A

The ONE

Exterior Building Envelope System – Preconstruction, VMU, PMU and all supply and installation up to and including level 18

Schedule B – Scope of Work

The following will form part of the Subcontractor's Scope of Work. This is to be used as a minimum guide and does not alleviate the Subcontractor of the responsibility to also carry out the work according to meet the intent of the design. The following shall be read in conjunction with other Subcontract Documents and in any cases of conflict the more stringent requirements shall apply, as determined by the Consultant.

Safety

1. The Subcontractor must fully comply with all legislative requirements at all times.
2. The Subcontractor must fully comply with then Owner's "Project-Specific Health and Safety Plan" and safety practices and procedures as a minimum standard including, but not limited to the following:
 - a. conduct daily and hand in to the Construction Manager on a weekly basis Daily Crew Safety Talk forms outlining tasks, hazards, and controls for all works on site;
 - b. conduct and hand in to the Construction Manager on a weekly basis Safety Talks attended by all workers, discussing a topic relevant to the contractor's work.;
 - c. report all accidents, incidents and injuries to the Construction Manager's Superintendent (written format)
 - d. report all near miss incidents to the Construction Manager's Superintendent (written format)
 - e. ensure all project personnel attend the Construction Manager's site safety orientation prior to entering the site;
3. The Subcontractor must submit for review and adhere to the practices and procedures outlined in your specific company health and safety program.
4. The Subcontractor must ensure that all workers exposed to fall hazards as outlined under the Ontario Ministry of Labour Occupational Health and Safety Act (OHSA) hold valid Working at Heights proof of training. The Subcontractor is to provide an Anchor Point Plan and Fall Rescue Plan.
5. The Subcontractor must ensure that any worker operating any equipment (scissor lifts, genie lifts, swing stages, zoom-booms, etc.) has received and can provide valid proof of training on specific equipment.
6. The Subcontractor must ensure that any worker handling natural gas has received and can provide valid proof of natural gas certification.
7. The Subcontractor must ensure that a representative trained in first aid is present at all times while workers are on site and maintain a First Aid Log as required by WSIB Reg. 1101.

8. The Subcontractor must provide an executed Certificate of Clearance from the Workplace Safety and Insurance Board at the signing of the Contract and accompanied with each and every progress draw thereafter. The certificate from the Workers' Compensation Board must indicate that all assessments from the Workers' Compensation Board have been paid in full.
9. The Subcontractor must ensure that all workers have received all necessary safety certificates, including but not limited to WHMIS, Health and Safety Awareness and can provide valid proof of certification/training upon attending the site Health and Safety orientation.
10. The Subcontractor must ensure that a designated Supervisor understands and complies with his/her duties under section 27. (1) and (2) as written in the OHSA. The Supervisor must also be responsible and accountable for the health and safety of him/herself and each worker that he/she supervises. The Supervisor shall ensure that all workers in their crew understand their responsibilities as defined under section 28. (1), (2) and (3) as written in the OHSA.
11. The Subcontractor must enforce and accept accountability for the Health and Safety of all subtrades, delivery personnel, suppliers, and all other personnel who are working to complete the Subcontract.
12. The Subcontractor must ensure that a competent worker completes and logs daily equipment checks. The Subcontractor shall provide reports of such checks to the Construction Manager.
13. The Construction Manager will provide competent flagman for all deliveries while the Subcontractor will provide trade specific flagging for its Subcontract Work.
14. The Subcontractor shall provide applicable Hoisting and Rigging Certification, when required.
15. The Subcontractor must accept the responsibility and conditions defined in the Contractor or Construction Manager's After Hour and Weekend Work Permit.
16. The Subcontractor must incorporate safety into the daily scheduling of activities and positively promote a safe working culture on the site at all times.
17. The Subcontractor must ensure that all scaffolds are properly erected and dismantled in compliance to OHSA Regulations and are checked by a competent person prior to use. The Subcontractor must provide to the Construction Manager all engineered scaffold drawings prior to the erection of scaffold and ensure the systems are tagged with inspection certificate stickers.
18. The Subcontractor must provide a written procedure ensuring 100% tie-off when carrying out work that exposes a worker to a fall hazard, in compliance to the OHSA and regulations. This procedure must also include methods for guard rail removal and subsequently, protecting workers of other trades from entering the work area.
19. The Subcontractor must ensure that all workers installing/erecting swing stages have proof of training for rigging. A competent person shall inspect swing stage rigging daily to make sure it is erected, maintained and operated in accordance with the OHSA daily. MOL requirements and timelines for notification of use of suspended access equipment must be complied with at all times.

20. The Subcontractor must follow site procedures for all hot works, including sign out of weekly Hot Work permits, protection of existing property, and fire watch. The Subcontractor must obtain hot work permit prior to welding or cutting in an existing facility. The Subcontractor must coordinate with the Construction Manager to make sure that smoke detectors in existing facilities have been addressed prior to any work commencing.
21. The Subcontractor shall include provision of welding shields and netting or field welding, when necessary, as per good trade practice. The Subcontractor shall protect all adjoining surfaces from weld splatter, or damage that may occur from its own work.
22. The Subcontractor shall provide lockable cages and proper signage for all compressed gas cylinders stored on site.
23. The Subcontractor shall provide flash back arrestors on torches.
24. The Subcontractor shall provide proper provisions and plans for tool/hard hat tie off at leading edge work.
25. The Subcontractor must ensure that a certified electrician completes all electrical connections of this trade's equipment (e.g. swing stages, welders etc.)
26. The Subcontractor must provide a minimum of two (2) electronic copies of their company's Health and Safety Policies and Procedures (one (1) copy to the Construction Manager and a second to the Site Superintendent). The Subcontractor is required to provide their own written Health and Safety Policy statement and details (proof) of Safety Training and Education that its employees have or will receive prior to commencement of this Contract for the Health and Safety in the workplace. They must also provide a qualified representative from their own site staff to attend any health and safety meetings called by the Construction Manager, its Safety Consultant or Site Representative.
27. The Subcontractor will be provided a copy of the Construction Manager's Health and Safety Policy and will comply with its policies and procedures.
28. The Subcontractor must ensure that all of its employees, sub-subcontractors and labour forces abide by all rules and regulations set out in the OHS (Green book) by the Ontario Ministry of Labour and all applicable regulations.
29. The Subcontractor is responsible for complying with all aspects of the WHMIS legislation regarding its workers and controlled products brought to or used on the site by the Contractor. The Subcontractor must provide copies of MSDS (Material Safety Data Sheets) to the Construction Manager for all controlled products used on the site.
30. Any worker employed by the Subcontractor or any of its Sub-subcontractors in relation to this project shall operate in a workman like manner with all the professionalism and ethics attributed to their trade.
31. The Subcontractor shall provide, in addition to legislative Personal Protective Equipment requirements, CSA approved safety eyewear and high visibility, reflective garments will be mandatory for all workers on the jobsite. Those working in contravention to the Construction Manager's safety protocols will be subject to

the site disciplinary policies: 1st offence – verbal warning, 2nd offence – written warning, 3rd offence – expulsion from site.

32. The Subcontractor shall perform daily housekeeping of the work area with waste and debris placed into garbage bins provided. All floors, horizontal and vertical surfaces shall be broom cleaned and inspected daily. All garbage and materials are to be piled/placed in a pre-arranged location on each working floor for disposal by CCM. Non-compliance shall result in a cleaning back charge to the Subcontractor.
33. The Subcontractor acknowledges that workplace violence and harassment will not be tolerated. Any reported instances of workplace violence or harassment will be fully investigated, and responsible parties removed from the project.
34. The Subcontractor must provide ladders, lifts, scaffolding, stages, EWPs, etc., for safe access to your own work.
35. The Subcontractor is to provide a complete copy of the Ontario Ministry of Labour form 1000 (Registration of Constructors and Employers Engaged in Construction) for the Construction Manager's records prior to engaging in any work on site.

General

1. The Subcontractor acknowledges that the Subcontract Price was not based on issued for construction drawings or specifications and that the plans and specifications are in some respects incomplete and expected to evolve through design development as the Subcontract Work proceeds. The Subcontractor agrees that it will perform all necessary works stipulated within the specifications, scope of work and all relevant documents, in accordance with the spirit and intent of the plans and specifications and to conventional and good practices at no extra charge, even if not specifically reflected in the contract documents. Neither the Subcontract Price nor the time for performance of the Subcontract Work shall be adjusted due to such design development, except in accordance with SCC 6.2 and SCC 6.3. It is not intended, however, that the Subcontractor perform work not consistent with, not covered by, or not properly inferable from the Contract Documents.
2. The Subcontractor must ensure their work conforms to local, regional, municipal, provincial and federal regulations, codes and laws pertaining to this scope of work.
3. The Subcontractor is responsible for all layout lines and levels. The Construction Manager has established horizontal and vertical controls on site, which the Subcontractor will also make use of.
4. The Subcontractor must include for all necessary rigging, scaffold, operators, etc. required to safely deliver, install and finish their work. The Contractor must coordinate with the Construction Manager's Superintendent for scheduled deliveries, installation activities and general site conditions affecting their work. The Subcontractor must provide a detailed delivery schedule which must align with the construction schedule and must be approved by Construction Manager prior to release of any materials. The Subcontractor must unload all materials at a location designated by the Construction Manager Superintendent.

5. The Subcontractor must provide to the Construction Manager an engineered lift plan for all lifts on all equipment and provide and maintain the equipment load rating charts and for all lifts including multiple crane lifts.
6. The Subcontractor is to provide all hoisting members (i.e. slings) beyond the crane hook block of the tower crane as needed.
7. The man and material hoist will be provided by the Construction Manager as scheduled for the duration of construction.
8. There will be an internal man elevating device for use to circulate crews throughout the building.
9. The Subcontractor and its Sub-Subcontractors must allow, at a minimum, a “full crew” five (5) day work week (i.e., 5 days – Monday to Friday x 8 hours per day) throughout the duration of the project in order to maintain the schedule. Each Subcontractor and its sub-subcontractors are subject to work weekends in order to maintain the mutually agreed schedule and Master Schedule at the direction of the Construction Manager. No part day or shortened work weeks will be accepted. If the Work is not on schedule due to the Subcontractor’s performance, all overtime costs are to be at the Subcontractor’s expense to get back on schedule.
10. The Construction Manager has allowed eight (8) weeks for hoisting of material by use of tower cranes beyond the completion of the concrete forming for the towers, including roof slab pour. All other hoisting beyond will be the responsibility of the Subcontractor at no cost to the Owner.
11. After hours security will be provided; however, neither the Construction Manager, Contractor, nor the Owner will be responsible for the theft or damage of trades equipment or materials. Lock ups may be allowed in designated areas, as assigned by the Construction Manager’s Superintendent.
12. The Subcontractor is responsible for supplying drinking water for their own forces.
13. Toilets will be provided on-site for trade usage, anyone found not using the facilities will be removed from site, permanently.
14. Smoking in the workplace is no longer allowed in Ontario.
15. Site office space must be coordinated with the Construction Manager’s Site Superintendent. The Subcontractor may have the opportunity to rent office space on site from the Construction Manager at a monthly rental rate of \$2,000 per month.
16. It is the responsibility of the Subcontractor to check and verify all documentation provided, and any deviation, discrepancy or omissions must be noted and brought to the attention of the Construction Manager. No claim will be entertained unless notification is made in writing to the Construction Manager and an approval is issued from the Consultant.
17. Upon award of the contract, the Subcontractor must provide a schedule of values and cash flow projection which will be used as a billing breakdown. Billings will not be approved until this procedure is signed off by the Construction Manager.

18. The Subcontractor shall participate in the use of the projects' online Project Management Software Program, Procore, which provides:

- a. Centralized access to construction project information;
- b. A common platform for communication; and
- c. A well-documented record of contract and other documents and participant use.
- d. The cost for access to the Procore website is \$80/month for each user (minimum 1 user).
- e. It is recommended that the Subcontractor site and supervisory staff access the Procore website via a tablet computer to ensure access to current Drawings and Specifications.

19. The One Bloor Project Virtual Construction (VC) efforts will be focused on implementing cutting edge technology and using Building Information Modeling (BIM) to fully coordinate and layout the primary building systems. The result will be a project delivered on schedule, within budget and of the highest quality possible. In summary, the goals of the Virtual Design & Construction effort on the One Bloor Project, which the Subcontractor must cooperate with other project participants to achieve, include:

- a. Creating value by resolving construction conflicts prior to installation.
- b. Creating efficiencies through early and open collaboration between all stakeholders.
- c. Allowing opportunities to prefabricate.
- d. Detailed mock-ups of repetitive spaces.
- e. Specific processes to achieve these goals are as follows:
 - i. 3D MEP Coordination – Building Information Modeling will be used to coordinate between disciplines and Contractors (clash detection) during design and construction.
 - ii. 4D Construction Phasing and Sequencing – Navisworks will be used to create a tie between the construction schedule and the construction models, used for:
 - 1. Validation of progress payments
 - 2. Creation of Work Plans
 - 3. Logistics/work phase sequencing and coordination
 - iii. Modularization – Use of coordinated 3D models to plan and prefabricate trusses
 - iv. Field Layout – Use of coordinated 3D models to create work packages and lift drawings integrated with the use of robotic total stations for layout and as-built information
 - v. Field Management – Procore will be used to manage information to and from the field:
 - 1. QA/QC

2. Field Document Control (2D & 3D)
 3. Field inspections
 4. Equipment & material tracking
- vi. Digital Document Control – Procore will be used to link and manage a single set of electronic construction documents which will be posted at digital plan tables.
- f. All Contract Document Phase drawings shall be prepared using the Autodesk Revit platform and combined into an aggregate project model using Autodesk Navisworks software to create a BIM/Virtual Design & Construction (VDC) Model and implement VDC practices.
 - g. Updated BIM requirements are outlined in the attached document “04 – BIM Requirements”. The Subcontractor shall participate fully in this program.
20. All labour, material, equipment and services provided by the Subcontractor shall be of first-class quality, satisfactory to the Construction Manager, Contractor, Owner and Consultants.
21. The Subcontractor agrees that it will perform the required work, in accordance with current good trade practice, conventional methods and expertise. The package of documents, reports and drawings noted in this scope of work are provided for reference and describe in detail the levels of quality and services that will be required to perform the work.
22. The Subcontractor must fulfill the work in accordance with all requirements of the Ontario Building Code, Municipal Building Department and the Fire Marshall, the Ontario Ministries of Labour, the Ontario Ministry of the Environment and Climate Change and all other authorities having jurisdiction over this project, including the Canadian Standards Association (CSA) and Tarion Warranty program at no additional expense to the Contractor.
23. Subject to paragraph 1 of this section “General”, the Subcontractor must execute the work to satisfy the original intent of the Architectural, Mechanical, Electrical, Structural, Landscape, and Interior Design drawings and Specifications along with any other reports and studies, such as the Acoustic and Wind Study despite errors or omissions in the design drawings (if any). The Contractor will provide, at no additional cost to the Subcontractor, future details from the design Consultants clarifying the design intent in timely fashion so as not to delay the Subcontractor in the performance of its work.
24. The Subcontractor must take sufficient precautions, care and use due diligence in carrying out the work to ensure that curbs, roads and neighboring buildings, fencing, equipment, vehicles or property are not damaged or otherwise adversely affected. Where such damage occurs, the Subcontractor must rectify it immediately and completely return it to original condition, at its sole expense.
25. The Subcontractor must bring to the attention of the Construction Manager any defects in the work or departures from the Contract Documents, which may occur during construction. The Subcontractor shall determine the proposed corrective action and give recommendations in writing for approval by the Consultant.

26. The Subcontractor is fully responsible for all equipment and material delivered to site until installation, inspection and sign-off of the installed materials. The Subcontractor is required to protect and insure 100% of the value of its equipment.
27. The Subcontractor must include for design, engineering and layout drawings for the supply all embeds (including setting aids and blocking), inserts and rough-in materials required to be cast into the concrete structure required for their work.
28. The Subcontractor must coordinate with the Construction Manager and any consultants for all inspections including rough-in stage and post work.
29. The Subcontractor must coordinate with the Construction Manager for the scheduling of all deliveries, unloading and hoisting of materials and equipment at no additional cost. All deliveries shall be scheduled in advance through the Construction Manager's logistics coordinator and Site Superintendent. The Subcontractor is responsible for all equipment required for their material handling. Use of the tower crane may be scheduled with the Construction Manager subject to availability. In order to use the tower crane, the work may be scheduled during non-normal working hours for unloading and erection.
30. The Construction Manager shall provide flagmen and/or police traffic control at project site only.
31. The Subcontractor shall allow for and include early morning, late evening and/or weekend deliveries as necessary.
32. The Subcontractor is responsible to ensure that the work is performed according to the most current drawings including the latest revision to all drawings and specifications.
33. The Subcontractor shall provide all shop drawings, product data, samples, submittals, calculations, coordination, warranties, attic stock (if required), as-built drawings, and O&M manuals, close-out document (i.e. Commission reports), as required.
34. The Subcontractor shall include for all escalation costs throughout the construction duration.
35. The Subcontractor shall provide sufficient manpower, materials, equipment and all other resources, inclusive of shift and overtime premiums required to complete the work and meet or better the dates provided in the Master Schedule.
36. The Construction Manager shall provide all necessary drawings, specification and reports digitally to the Subcontractor via Procore. Any hardcopy drawings, specifications or reports printing required by the Subcontractor will be provided at Subcontractor's expense.
37. Personnel and material hoisting will be provided by the Construction Manager for the duration shown in the schedule.
38. Tower Crane Lifts will be provided free of charge subject to availability and scheduling. The tower crane will be available until 8 weeks after the completion of the structure. Crane time must be booked with the Site Superintendent, critical path lifts will take priority. Any other hoisting/crane requirements should be

provided by the Subcontractor. The Subcontractor shall provide a list of the total estimated tower crane usage hours.

39. The Subcontractor must be responsible for completing all deficiencies to their work in a timely manner. The Construction Manager and the Consultants shall report deficiencies to the Subcontractor in written form and electronic format via Procore. Failure to correct all deficiencies in a timely manner may result in delay in processing progress draws or holdback.
40. The Subcontractor must provide an executed Statutory Declaration at their second and subsequent progress draws. The Subcontractor must have supplied to the Construction Manager an acceptable form of duly sworn Statutory Declaration stating that all materials, work and services about all previous payments have been fully supplied, and that all payments to its subcontractors, suppliers, employees and any other person who performed work in connection with the project have been made, except any applicable statutory holdback.
41. The Subcontractor shall provide full time field supervision.
42. The Subcontractor must include for all necessary lifts, scaffolding and access to complete the work. Due to the challenging daytime access to site due to high vehicle and pedestrian traffic during the daytime, the Subcontractor shall be provided beneficial site and equipment access to enable deliveries and hoisting after-hours.
43. The Subcontractor shall inspect and be aware of all works being executed on the project in order to determine the impacts to the work of this contract. All concerns or issues regarding coordination shall be submitted to the Construction Manager in a timely manner.

Trade Specific Scope of Work: Exterior Building Envelope System (Excluding North Retail Area)

- 1) The Subcontractor shall be responsible for the design, engineering, shop drawings, fabrication, supply and installation of all curtain wall, entrances, entrance/portal cladding, vestibules, glass, glazing, entrances, exterior cladding (and support framing), exterior glass railings, exterior glass windscreens, exterior soffits, interior cladding, revolving and swing (glass and aluminum) door systems excluding said work in the north retail area covered under a separate tender. A pdf file with the scope of the North Retail Area scope called "The ONE – North Retail Scope Areas Highlighted" is attached for reference.
- 2) The Subcontractor shall include the engineering and supply of all required channel-type embeds, inserts, and steel components required to be installed in the concrete by the structural concrete contractor and any connection elements required to be installed on the structural steel by the steel contractor. The Subcontractor shall provide detailed embed drawings, details, anchor bolt layout drawings and erection drawings within twelve (12) weeks of Contract award for coordination with the structural trades and design team.

- 3) The Subcontractor shall design all connections, where possible, to be bolted to cast-in-place channel-type steel embeds. Field drilling and use of self-tapping or expansion bolts, except as a provision when embeds are mis-placed, is prohibited. Provide constructability process to install members to cast ins.
- 4) The Subcontractor shall include for all structural supports and framing systems designed to carry the wall system from base structural elements.
- 5) The Subcontractor shall coordinate with the Formwork Subcontractor for all embeds, inserts, miscellaneous shapes, anchor plates, bearing plates, gusset plates, angles, anchor bolts and all embedded metals, including all required setting aides and templates to set the same. This includes the supply of detailed layout drawings and instructions for installation.
- 6) The Subcontractor shall include all base plates, anchor bolts, steel members, connections, extensions, kickers and any additional plates, bolts, etc. required to properly detail and connect to the structure.
- 7) The Subcontractor shall provide for the design, engineering, supply and installation of the canopies and integrated framing located above the north and south entrances at approximately the third-floor level.
- 8) The Subcontractor shall provide for the supply and installation of all revolving doors as shown in the project drawings excluding the two in the North Retail Area.
- 9) The Subcontractor shall provide for the supply and installation of all the exterior and interior glass and aluminum doors, enclosures and storefronts as indicated on the drawings including those shown on the concourse and parking levels. The pair of swing doors in the North Retail Area are excluded from this contract.
- 10) The Subcontractor shall specifically exclude the supply and install the stone cladding system indicated as wall type EWS-503.
- 11) The Subcontractor shall include all interior cladding as indicated in the project drawings shown excluding the interior cladding and soffit in the North Retail Area.
- 12) The Subcontractor shall provide and confirm all reaction loads of the system to the structure progressively from base of building to top starting within 60 days of signing this contract for incorporation into the project structural drawings. This Subcontractor shall supply all slab edge drawings, embed drawings along with the reaction loads stated above to be coordinated with the exterior wall system as part of the coordination of its work.
- 13) The Subcontractor shall provide for all cut-outs and access for electrical, plumbing, fire protection, security and mechanical trades work located within or mounted on the exterior wall system, canopies, cladding and at all door/entrance locations.
- 14) The Subcontractor shall provide all Visual Mock-Ups (VMU's) for review and acceptance of the Owner, Architects, Consultants and Construction Manager. These visual mock-ups shall confirm the design development, finishes, glass make-up and details for the work and shall clearly show conformance or accepted variance to the details as provided in the Architectural drawings as provided in the tender

documents. Please refer to the attached file named "06 - 14-222 The ONE Mock-Up Locations" attached with the contract documents.

- 15) The Subcontractor shall provide for the design, engineering, submittals, shop drawings supply, fabrication, installation, testing, removal and disposal of a project specific Performance Mock-Up (PMU) and provide a test report confirming that the PMU has passed all testing per the attached requirements named "07 - Project Tests and Evaluation Reports - Rev 1 June 27 2018" prior to commencement of project production. The PMU shall be installed and tested at an accredited test laboratory facility that is accepted by the Owner, Architects, Consultants and Construction Manager. The proposed facility shall be named within 30 days of the signing of the Letter of Intent for review and acceptance of the Owner, Architects, Consultants and Construction Manager. The PMU representative area is shown on the attached file named "06 - 14-222 The ONE Mock-Up Locations". The extent of the performance mock-up has been reduced in height, removing the top two floors. The Subcontractor shall carry all costs related to the supply and installation of the work including testing and reports confirming conformance to project specifications and requirements. Should there be any failure or negative results, the Subcontractor shall bear all costs related to the redesign, production, fabrication, reinstallation and re-testing as necessary, including premium time and weekend work necessary to complete as soon as possible, to ensure that the PMU is successfully tested and proven to meet project requirements prior to the commencement of project production.
- 16) The Subcontractor shall use sealants from a single source manufacturer for the project. Sample warranties of the sealants (weather sealant and structural glazing sealant/adhesive) shall be provided within 30 days of signing this contract for record. The Subcontractor shall obtain from the sealant manufacturer a letter confirming a complete review of project details and drawings has been performed and that the details and applications meet their warranty requirement prior to start of production of the PMU and the project as drawings become available.
- 17) The Subcontractor shall provide for all required submittals for acceptance of materials as outlined in the specifications.
- 18) The Subcontractor shall include for the design, engineering and submittal of all erection diagrams and plans signed and stamped by a Professional Engineer registered in the Province of Ontario.
- 19) The Subcontractor shall accept responsibility for confirming on-site conformance to shop drawings within allowable tolerance and will notify the Construction Manager of any discrepancies or issue prior to starting installation work on-site on a floor by floor basis.
- 20) The Subcontractor shall confirm and record in project drawings and calculations that the installation and verification of all installed items shall be in strict adherence to all applicable code requirements with respect to forces and loads exerted. Provide upon completion of installation and prior to occupancy, written acceptance from the Engineer of Record that the field installations meet the intended design as recorded in the Record Set of shop drawings for the work.
- 21) The Subcontractor shall provide copy of all Quality Control records, Quality Assurance records, mill reports and inspection reports for all materials for record.

- 22) The Subcontractor shall include for any out of sequence work and remobilizations in accordance with dates outlined in the Master Construction Schedule.
- 23) All steelwork other than galvanized materials or stainless is to be delivered with shop-coat primer applied. Include for touch-up of shop applied primer of all primed surfaces on site following erection/connection/welding operations. Refer to specifications for locations and compatibility with Fire Coatings
- 24) All steel components and fasters exposed to weather shall be 316 series stainless steel.
- 25) The Subcontractor shall include cleaning of all interior exposed surfaces immediately after installation and completion of work to facilitate inspection, deficiency listing and acceptance of work. After inspection, the Subcontractor will replace any surface protection to ensure that all exposed finished metal surfaces are protected.
- 26) The Subcontractor shall design and utilize bolted connections where possible and shall minimize or eliminate all welding where possible. Any welding must be done under strictly controlled conditions and the Subcontractor must **completely** protect all nearby surfaces from damage due to weld or grinding splatter. Electrical power for welders or other welding equipment will not be provided, unless coordinated with the Site Superintendent. Gas welder exhaust management and testing, if required, by the Subcontractor. All welding to be performed by certified welders and all field welds to be inspected by third-party inspection agency (provided by others) to approval by Structural Engineer. Submit Welders CWB certification during site orientation prior to any welding work on site.
- 27) The Subcontractor has provided labour rates for any all change and extra work in the Subcontractors work. The rates are listed below. All quotations and rates shall be fixed and are to be sustained for the duration of this project.

Hourly Unit Rates Excluding Overhead and Profit				
Labour Rates	Union Affiliation	Regular Time	Overtime (time & half)	Overtime (double time)
OFFICE STAFF				
Designer		70.00	105.00	140
Engineer		170.00	255.00	340
Draftsperson		55.00	82.50	110
PRODUCTION				
Supervisor				
Foreman		40.00	60.00	80
Factory Staff		34.00	51.00	68
FIELD				
Supervisor		71.36	107.04	142.72
Foreman		64.36	96.54	128.72
Journeyman		59.36	89.04	118.72
Apprentice		54.36	81.54	108.72

- 28) Roofing and waterproofing membranes outside of the wall systems are excluded from this work but the coordination and tie-ins from the wall systems to the exterior waterproofing components is the primary responsibility of the Subcontractor.
- 29) The Subcontractor shall communicate openly with the Construction Manager's Project Manager on all aspects of their work. The Construction Manager will be the primary contact for all activities in design, preconstruction, mock-ups, production and logistics. Additionally, field logistics, installation scheduling, site safety and all site related activities shall be coordinated closely with Shawn Millican, Dan Stevens and any assigned site staff from the Construction Manager.
- 30) The Subcontractor shall establish and staff a Project Office on or near the project site prior to mobilization. The minimum staff requirements shall include a Project Manager and support staff including a designated full-time Building Envelope Superintendent and a designated Coordinator for Logistics. A full-time Safety Director or competent superintendent is also to be on site at all times when any work is being performed without exceptions.
- 31) The Subcontractor shall provide for leave-outs for the tower crane and hoist tie-backs on the South Tower Elevation as necessary. The Subcontractor shall also provide for the provision of an approximate three frame wide (minimum) "leave-out" area to be confirmed with the Construction Manager for the hoist and the come-back and installation of the walls from the bottom upward in six-floor increments as required.
- 32) The Subcontractor shall coordinate, design, supply and install the Façade Access Equipment tie-back buttons using a "flush finish" style insert button base as required by the Façade Access Equipment drawings. As the current Façade Access Equipment drawings are not complete and confirmed to date, the Subcontractor has provided a unit rate for the supply and installation of 1,500 tie-back buttons as integral parts of the wall system assembly in Schedule C – Quotation.
- 33) The Subcontractor has provided a unit price to include for the design, supply and installation of 680 integrated operable vents (644 in the 3m high floors and 36 in the 3.3m high floors) in the residential curtain wall systems. The unit price is shown in Schedule C – Quotation. It is expected that these unit prices may be adjusted based on the final number of operable vents required.
- 34) The Subcontractor shall include for all access, hoisting and installation of the exterior wall system and cladding up to the 17th floor. The Subcontractor agrees to follow the narrative attached "08 - Narrative_for_Tower_Installation_and_Plan_for_Rail_Climbing_System" for the use of an RCS (or similar) system to be provided by the Construction Manager. Details of the RCS access system shall be developed, and the Subcontractor shall participate in the selection of provided RCS access system.
- 35) The Subcontractor shall include for the design, supply and installation of the fire stop and smoke seal system between the complete wall system scope (glazing and cladding) and the structure. The Subcontractor is responsible to design the system, including the fire stop and smoke seal, meet the specifications, ULC, Ontario Building Code and local building and fire code requirements. The smoke seal material shall be a silicone product that shall not re-emulsify after initial installation.

- 36) The Subcontractor shall follow the requirements as per the provided specifications sections 01 10 10 General Requirements, 07 85 00 Firestopping and Smoke Seals, 08 44 50 Exterior Building Envelope System and 08 70 00 Finish Hardware. These specifications are attached as "09 - 01_10_10_General_Requirements", "10 - 07_85_00_Firestopping_and_Smoke_Seals", "11 - 08_44_50_Exterior_Building_Envelope_System" and "12 - 08_70_00_Finish_Hardware".
- 37) The Subcontractor shall design and coordinate the holes and penetrations required for the exterior lighting, to be installed by the electrical contractor. The lighting design is shown on the project drawings and is referenced in the attached document "14 - A-TO-194-100-101-01-Lighting_Concept". The Subcontractor shall cooperate, design (in cooperation with the electrical contractor) and install any provided "pigtailed" and premanufactured wiring designed and supplied to their production plants for the integration of the wiring into the exterior wall system. The electrical contractor shall be provided access on-site to install and connect the electrical fixtures prior to installation and after installation of the curtain wall and cladding panels.
- 38) Acoustic reports related to the project have been attached to this contract as "15 - 16293_-The_ONE_- _Fluid_Cooler_Noise_Control_Recommendations_2017.11.01" and "16 - 16293_- _The_ONE_Condominium_- _Acoustic_Design_Brief_Updated_2016.11.10". These reports and the requirements shall be accommodated in the design of the Exterior Building Envelope System.
- 39) The draft Building Code Compliance Report dated July 4, 2017 has been attached to this contract for review and reference by the Subcontractor to ensure that elements of the work by the Subcontractor remain in general compliance with the information contained in this report where applicable. The attachment is listed as "17 - DL142104.00_01_ONE_Bloor_BCC_Report_R0".
- 40) The updated Wind Load and Stack effect studies by RWDI have been attached as "18 - 180516_RWDI_#1500980_The_ONE_- _Cladding_Report" and "19 - RWDI#1500980_The_One_- _Detailed_Stack_Effect_Report_Received_June_20_2018". The information contained in these reports shall be incorporated into the design of the Exterior Building Envelope System.
- 41) The Subcontractor shall follow the current project drawings as listed in the attachment "20 - List of Contract Drawings on Procore". The Subcontractor confirms that the project drawings currently reflect the scope of work as quoted by the Subcontractor. All project drawings and the current Revit Model shall be provided on Procore for access and use by the Subcontractor. The Subcontractor shall stay current with the project drawings as they are issued and updated throughout the duration of the project. Any changes or revisions found shall be addressed per the contract change procedures as outlined in this contract.
- 42) The Subcontractor has offered to use foreign production and manufacturing for the supply of the unitized curtain wall system for this project. This has been accepted by the Contractor.
- 43) The Subcontractor shall use a Third-Party Production Monitoring Company (TPPMC) that has already been approved by the Contractor to monitor all proposed foreign manufacturing and production for this project. The services of the Third-Party Production Monitoring Company shall be provided at the Subcontractor's expense. The TPPCM shall be responsible to monitor all activities of foreign manufacturing including the contracting, pre-production planning, preparation, quality control, quality assurance, process review, production, packing, shipping and logistics of the work for this project and shall be required to be on-site at

the production facilities at all times that project production is under way. The TPPCM shall report weekly to the Subcontractor, and Construction Manager jointly during production periods and shall be available daily by email and phone throughout the duration of the project.

- 44) The Subcontractor shall ensure that all curtain wall frames and cladding panels shall have a unique, identifying number that enables database tracking of each individual frame and panel from production through installation and close-out. Details of this program shall be developed and mutually agreed-upon prior to the start of production for this project.
- 45) The Subcontractor has agreed to add DCCN#1 for \$623,833 and DCCN#2 to the base contract work for the additional sum of \$184,240.00 by adding the “dummy vents” to 240 frames in the residential tower. This additional sum, along with all sums associated with DCCNs, changes, or add-ons contemplated by this Subcontract and accepted as of the date of this Subcontract are included in the Subcontract Price amount in Article 5 and Schedule C – Quotation.
- 46) Further to line 1 of this Trade Specific Scope of Work, the Subcontractor shall supply and install the exterior cladding in the North Retail Area that was previously excluded. This cladding shall be provided per with the following guidelines for quality of the cladding revised specifically for this area:
- a) Panel Tolerance (North Retail Envelope)
 - i) Width: 1.5mm
 - ii) Length: 1.5mm
 - iii) Thickness: 0.2mm
 - iv) Squareness: the lessor of 2mm +/- 0.075% of design dimension
- 47) The Subcontractor and Owner have agreed that the holdback of 10% shall be released in accordance with SCC 5.2.22 and the Ontario *Construction Lien Act*, as it read immediately prior to July 1, 2018.
- 48) Both parties agree that the Subcontractor will not be required to supply a Bond. The previously noted amount of \$500,000 for bonding has been deleted from the contract and the Contractor shall undertake to obtain a Subguard Policy at their own costs in lieu. The Subcontractor shall cooperate in this matter to enable the Contractor to obtain a Subguard Policy.
- 49) The Contractor has accepted allowances as listed in Schedule C – Quotation which have been added to the contract value.

End of Schedule B

SCHEDULE C - QUOTATION

EBES SUBCONTRACT #1				
Item	System	Description of Work		VALUE
1		Visual Mock-Ups - Supply and Install at Manufacturer's Site		\$ 317,500
2		Performance Mock-Up - Production and Supply of Fabricated Material to Test Lab		\$ 997,437
3		Performance Mock-Up - Installation and Close-In, Glass Replacement Before Testing as Needed		\$ 100,650
4		Performance Mock-Up - Testing as per Specifications Including Laboratory Report		\$ 164,700
5		Performance Mock-Up - Disassembly and Disposal		\$ 50,000
6		Field Testing - Four (4) Field Tests as per provided Project Test and Evaluation Reports		\$ 68,500
7		Design Assist, Shop Drawings and Submittals		\$ 353,654
8		Design Assist Costs		\$ 243,000
9		Shop Drawings - VMU, Unstamped		\$ 67,277
10		Shop Drawings - PMU, Unstamped		\$ 93,472
11		Thermal and Structural Calculations - PMU, Unstamped		\$ 29,756
12		Shop Drawings and Calculations - PMU, Stamped - Issued for Construction		\$ 53,488
13		Shop Drawings - Project, Unstamped		\$ 1,587,844
14		Thermal and Structural Calculations - Project, Unstamped		\$ 509,424
15		Shop Drawings - Project, Stamped - Issued for Construction		\$ 384,024
16		Thermal and Structural Calculations - Project, Stamped - Issued for Construction		\$ 218,825
17		Project Die Costs for Alum. & Gasket Profiles (Design Drawings, Tooling, Samples)		\$ 487,000
18		Coil-Coated Durabrite Brushed Aluminum Material for VMU & PMU (Single Batch)		\$ 412,610
19		Coil-Coated Durabrite Brushed Aluminum Material for Panel Cladding Systems (Single Batch)		\$ 9,155,063
20		Bronze Substrate for VMU & PMU (Single Batch)		\$ 28,500
21		Bronze Substrate for Project Glass (Single Batch)		\$ 1,425,000
22		Mobilization On-Site		\$ 149,500
23	EWS-101	Unitized Curtain Wall System - Tower, L7 to L16 with 250 BMU Tie-Back Buttons	Supply	\$ 5,081,655
24	EWS-101	Unitized Curtain Wall System - Tower, L7 to L16 with 250 BMU Tie-Back Buttons	Install	\$ 523,165
25	EWS-105	Structural Silicone Glazing System - Main Entrances, North and South	Supply	\$ 143,836
26	EWS-105	Structural Silicone Glazing System - Main Entrances, North and South	Install	\$ 15,041
27	EWS-106	Unitized Curtain Wall System - West Core Bridge	Supply	\$ 282,920
28	EWS-106	Unitized Curtain Wall System - West Core Bridge	Install	\$ 28,292
29	EWS-107, EWS-108	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	Supply	\$ 2,497,927
30	EWS-107, EWS-108	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	Install	\$ 240,807
31	EWS-110	Structural Silicone Glazing System - Yonge Street Storefronts	Supply	\$ 79,051
32	EWS-110	Structural Silicone Glazing System - Yonge Street Storefronts	Install	\$ 10,569
33	EWS-201	Steel Frame Toggle System - Yonge Street Retail	Supply	\$ 129,726
34	EWS-201	Steel Frame Toggle System - Yonge Street Retail	Install	\$ 9,724

35	EWS-301, EWS-302	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	Supply	\$ 1,158,579
36	EWS-301, EWS-302	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	Install	\$ 466,367
37	EWS-501	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	Supply	\$ 96,846
38	EWS-501	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	Install	\$ 258,500
39	EWS-502	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	Supply	\$ 114,063
40	EWS-502	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	Install	\$ 532,070
41	EWS-504	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	Supply	\$ 4,004,642
42	EWS-504	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	Install	\$ 1,467,400
43	EWS-701	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns	Supply	\$ 840,418
44	EWS-701	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns	Install	\$ 156,750
45	EWS-902	Windows - Heritage Facade	Supply	\$ 16,834
46	EWS-902	Windows - Heritage Facade	Install	\$ 2,652
47	EWS-904	Unitized Curtain Wall System - Podium, High-Span	Supply	\$ 2,575,046
48	EWS-904	Unitized Curtain Wall System - Podium, High-Span	Install	\$ 242,264
49	ESS-102	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	Supply	\$ 40,824
50	ESS-102	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	Install	\$ 207,900
51	ESS-105	Cladding Soffit - South Podium Drop-Off	Supply	\$ 40,996
52	ESS-105	Cladding Soffit - South Podium Drop-Off	Install	\$ 291,060
53	ESS-106	Cladding Soffit - L18 Mechanical Level	Supply	\$ 144,100
54	ESS-106	Cladding Soffit - L18 Mechanical Level	Install	\$ 223,575
55	IWS-901	Interior Panel Cladding Systems - P1 to L6: Hangers; Metal Columns	Supply	\$ 469,296
56	IWS-901	Interior Panel Cladding Systems - P1 to L6: Hangers; Metal Columns	Install	\$ 1,839,200
57	IWS-901	Interior Panel Cladding Systems - L7 to L16: Diagonal Steel	Supply	\$ 180,000
58	IWS-901	Interior Panel Cladding Systems - L7 to L16: Diagonal Steel	Install	\$ 20,000
59	IWS-901	Interior Panel Cladding Systems - L7 to L16: Corner Columns	Supply	\$ 38,571
60	IWS-901	Interior Panel Cladding Systems - L7 to L16: Corner Columns	Install	\$ 4,286
61	IWS-901	Interior Panel Cladding Systems - L7 to L16: Mega Columns	Supply	\$ 270,000
62	IWS-901	Interior Panel Cladding Systems - L7 to L16: Mega Columns	Install	\$ 30,000
63	IWS-902	Interior Panel Cladding Systems - West Core Lobby	Supply	\$ 673,676
64	IWS-902	Interior Panel Cladding Systems - West Core Lobby	Install	\$ 242,000
65	Interior	Interior Glass Screen Walls, Podium	Supply	\$ 93,771
66	Interior	Interior Glass Screen Walls, Podium	Install	\$ 66,325
67	Doors	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs)	Supply	\$ 48,082
68	Doors	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs)	Install	\$ 12,020
69	Doors	Exterior Glass Doors - Podium: 4 Pairs and 3 Singles - Total of 11 Leafs	Supply	\$ 34,726
70	Doors	Exterior Glass Doors - Podium: 4 Pairs and 3 Singles - Total of 11 Leafs	Install	\$ 8,681
71	Doors	Revolving Doors - Main Entrances, Supplied and Installed	S&I	\$ 260,625
72	BAL-101	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor	Supply	\$ 230,057
73	BAL-101	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor	Install	\$ 46,495
74	BAL-103	Balustrade System - South Podium, L6	Supply	\$ 143,863
75	BAL-103	Balustrade System - South Podium, L6	Install	\$ 29,075
76	Retail	Supply and Install Exterior Cladding at North Retail Tenant Area	S&I	\$ 865,760
77	CE #069	Allowance: Architectural DSI-001 - Below Grade Architectural Changes Dated 20181130	Allow	\$ 78,404
78	CE #072	Allowance: Architectural DCCN-003 - Yonge Street Façade	Allow	\$ 212,364
79	CE #074	Allowance: Architectural DCCN-004 - Garage Entrance Canopy	Allow	\$ 890,266

80	CE #077	Allowance: Temporary Sixth Floor Overhead Protection	Allow	\$ 637,000
81	CE #095	Allowance: Gamma Scope Glass Door Hardware Supply - Phase 1	Allow	\$ 484,300
82		Shop Drawings - Project Phase 1, As-Built, Stamped		\$ 114,678
83		Phase 1 De-Mobilization (Including Close-Out Documents)		\$ 40,000
84		Allowance: Owner, Construction Manager, Architects and Consultants Travel Expenses Related to Out of Town Design Meetings, Production Viewing, VMU and Project Production	Allow	\$ 200,000
		Total EBES Phase 1		\$ 47,084,345

SCHEDULE D - SCHEDULE

[illegible]

[illegible]

Activity ID	Activity Name	Original Duration	BL Project Start	BL Project Finish	Start	Finish	2019					2020					2021					2022					2023								
							A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A
Architectural																																			
DS-10330		100 % SD Development	20	2016-09-06	2016-10-03	2016-07-01 A	2016-07-29 A																												
DS-10340		50% Design Development	15	2016-10-04	2016-10-25	2016-08-01 A	2016-08-31 A																												
DS-10350		100% Design Development/Sign Off	15	2016-09-06	2016-09-26	2016-09-06 A	2016-09-26 A																												
DS-10360		Tender Issued Documents	40	2016-10-21	2016-12-15	2016-10-21 A	2016-12-15 A																												
DS-10380		Construction Start	0		2017-08-25		2017-08-25 A																												
DS-14560		50% BELOW GRADE ARCH CONSTI	0		2018-02-02		2017-09-01 A																												
DS-13440		Damp Proofing Design Ready to Tende	0		2018-05-08		2018-06-15 A																												
DS-14580		50% PODIUMARCH CONSTRUCTIC	0		2018-07-26		2019-01-25 A																												
DS-14590		*** TO BE REVISED *** 100% PODIUI	0		2019-02-15		2019-04-26																												
DS-14610		*** TO BE REVISED *** 100% PODIUI	0		2018-11-20		2019-05-24																												
Interior Design																																			
DS-15060		*** TO BE REVISED *** 50% INTERIO	0		2018-09-24		2019-05-02																												
DS-15070		*** TO BE REVISED *** 100% INTERI	0		2018-06-27		2019-05-31																												
Structure																																			
DS-14620		50% BELOW GRADE STRUCT CON	0		2017-08-25		2017-08-18 A																												
DS-11150		Documents Ready for Steel Tender Pa	80	2017-08-14	2017-12-05	2017-09-01 A	2018-02-15 A																												
DS-13970		Caisson Wall Design Ready For Instal	0		2017-08-14		2017-09-29 A																												
DS-10080		Historical Retention Construction Start	0	2017-08-25		2017-10-27 A																													
DS-14640		50% PODIUM STRUCT CONSTRU	0		2017-10-10		2017-11-09 A																												
DS-13960		Structural Foundation Design Ready F	0		2017-11-07		2018-02-09 A																												
DS-13370		Structural Steel Design Ready to Tend	0		2017-12-05		2018-02-23 A																												
DS-14630		100% BELOW GRADE STRUCT IFC	0		2018-04-10		2018-05-14 A																												
DS-13330		Structural Formwork Design Ready to	0		2018-03-26		2018-06-15 A																												
DS-13340		Structural Reinforcing Design Ready tr	0		2018-03-26		2018-06-15 A																												
DS-13360		Precast Stair Design Ready to Tender	0		2018-03-19		2018-06-15 A																												
DS-13350		Concrete Design Ready to Tender Bid	0		2018-08-02		2018-07-09 A																												
DS-13700		Elevator Design Ready to Tender Bid F	0		2018-04-10		2018-10-26 A																												
DS-14650		100% PODIUM STRUCT IFC DOCUM	0		2018-12-10		2019-01-18 A																												
Mechanical (Plumbing & HVAC)																																			
DS-9850		100 % SD Development	30	2016-12-07	2017-01-20	2016-07-04 A	2016-07-29 A																												
DS-9860		50% Design Development	20	2017-01-23	2017-02-17	2016-08-01 A	2016-08-31 A																												
DS-9870		100% Design Development/Sign Off	20	2017-02-21	2017-03-20	2016-10-03 A	2016-11-21 A																												
DS-9880		50% Construction Documents	70	2016-11-21	2017-03-02	2016-11-21 A	2017-03-02 A																												
DS-14660		ISSUE FOR MECHANICAL BUDGET	0		2018-05-23		2018-10-22 A																												
DS-14670		100% BELOW GRADE MECH IFC DC	0		2018-12-18		2019-04-26*																												
DS-14690		100% PODIUM MECH IFC DOCUMEN	0		2019-04-05		2019-04-26*																												
DS-15140		100% TOWER MECH IFC DOCUMEN	0				2019-06-03*																												
Electrical																																			
DS-9670		100 % SD Development	30	2016-12-07	2017-01-20	2016-07-04 A	2016-07-29 A																												
DS-9680		50% Design Development	20	2017-01-23	2017-02-17	2016-08-01 A	2016-08-31 A																												
DS-9690		100% Design Development/Sign Off	20	2017-02-21	2017-03-20	2016-10-03 A	2016-11-21 A																												
DS-14700		ISSUE FOR ELECTRICAL BUDGET	0		2018-03-26		2018-10-22 A																												
DS-14710		100% BELOW GRADE ELEC IFC DO	0		2018-10-23		2019-04-26*																												
DS-14730		100% PODIUM ELEC IFC DOCUMEN	0		2019-04-15		2019-04-26*																												
DS-15150		100% TOWER ELEC IFC DOCUMEN	0				2019-06-03*																												
Sprinkler Systems																																			
DS-6970		100 % SD Development	20	2016-10-14	2016-11-10	2016-07-04 A	2016-07-29 A																												
DS-6980		50% Design Development	15	2016-11-14	2016-12-02	2016-08-01 A	2016-08-31 A																												
DS-6990		100% Design Development/Sign Off	15	2016-12-05	2016-12-23	2016-10-03 A	2016-11-21 A																												
DS-7000		Tender Issued Documents	40	2016-11-21	2017-01-18	2016-11-21 A	2017-01-18 A																												
DS-14920		ISSUE FOR TENDER SET	0		2018-03-05		2018-10-22 A																												
DS-14930		100% BELOW GRADE SPRINKLER II	0		2018-11-20		2019-04-26*																												

Remaining Level of Effort

Actual Level of Effort

Primary Baseline

Actual Work

Remaining Work

Critical Remaini...

Page 4 of 38

Date

2019-04-30

Revision

1 Bloor Master Schedule Revision R41







Checked




P.G.

Approved

M.C.

Activity ID	Activity Name	Original Duration	BL Project Start	BL Project Finish	Start	Finish	2019												2020												2021												2022												2023	
							A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	A	M		
	<div><div></div> DS-14950</div>	100% PODIUM SPRINKLER IFC DOC	0		2019-02-15		2019-04-26*																																																	
	<div><div></div> DS-15160</div>	100% TOWER SPRINKLER IFC DOC	0				2019-06-03*																																																	
Tower		754	2017-08-28	2020-06-02	2016-07-04 A	2020-08-27																																																		
Architectural		25	2019-02-01	2019-08-15	2019-09-26	2019-11-01																																																		
	<div><div></div> DS-14760</div>	50% TOWER ARCH CONSTRUCTIO	0		2019-02-01		2019-09-26																																																	
	<div><div></div> DS-14770</div>	100% TOWERARCH IFC DOCUMEN	0		2019-08-15		2019-11-01																																																	
Interior Design		80	2019-06-18	2020-01-30	2019-12-20	2020-04-17																																																		
	<div><div></div> DS-14960</div>	50% TOWER INTERIOR CONSTRU	0		2019-06-18		2019-12-20																																																	
	<div><div></div> DS-14970</div>	100% TOWER INTERIOR IFC DOCU	0		2020-01-30		2020-04-17																																																	
Tower Structure		754	2017-08-28	2020-06-02	2016-07-04 A	2020-08-27																																																		
	<div><div></div> DS-12490</div>	100 % SD Development	30	2017-08-28	2017-10-10	2016-07-04 A	2016-07-29 A																																																	
	<div><div></div> DS-12500</div>	50% Design Development	20	2017-10-11	2017-11-07	2016-08-01 A	2016-08-31 A																																																	
	<div><div></div> DS-12510</div>	100% Design Development/Sign Off	20	2017-11-08	2017-12-05	2016-10-03 A	2016-11-21 A																																																	
	<div><div></div> DS-14800</div>	50% TOWER STRUCT CONSTRUCT	0		2018-11-19		2019-11-01																																																	
	<div><div></div> DS-14810</div>	100% TOWER STRUCT IFC DOCUM	0		2019-11-04		2020-02-13																																																	
	<div><div></div> DS-14780</div>	50% MASS TUNED DAMPER CONST	0		2019-11-11		2020-05-11																																																	
	<div><div></div> DS-14790</div>	100% MASS TUNED DAMPER IFC D	0		2020-06-02		2020-08-27																																																	
King Steet Food Company Design		334			2019-03-04 A	2020-08-04																																																		
	<div><div></div> KSF2000</div>	KSF Start Schematic Design	0		2019-03-04 A																																																			
	<div><div></div> KSF2010</div>	KSF 100% Schematic Design Comple	0			2019-06-25																																																		
	<div><div></div> KSF2020</div>	KSF 100% Design Development Com	0			2019-09-06																																																		
	<div><div></div> KSF2030</div>	KSF 100% Construction Drawings Co	0			2019-12-16																																																		
	<div><div></div> KSF2050</div>	KSF Minimum Tendering & Procureme	158		2019-12-17	2020-08-04																																																		
	<div><div></div> KSF2040</div>	KSF 100% IFC Drawings Complete	0			2020-02-28																																																		
Hotel Minimum Design Schedule		384			2019-03-04 A	2020-10-15																																																		
Below Grade & Ground Floor		274			2019-03-04 A	2020-05-07																																																		
	<div><div></div> DS-15170</div>	Begin P1 & Ground Floor Design Proc	0		2019-03-04 A																																																			
	<div><div></div> DS-15270</div>	**Client & Fosters Comments - Grou	0			2019-05-01																																																		
	<div><div></div> DS-15180</div>	100% P1 & Ground Floor Schematic C	0			2019-05-28																																																		
	<div><div></div> DS-15190</div>	100% P1 & Ground Floor Design Deve	0			2019-06-27																																																		
	<div><div></div> DS-15210</div>	100% Construction Documents Comp	0			2019-09-06																																																		
	<div><div></div> DS-15200</div>	Minimum Tendering & Procurement Pe	168		2019-09-09	2020-05-07																																																		
	<div><div></div> DS-15220</div>	P1 & Ground Floor 100% IFC Set	0			2019-11-04																																																		
Tower		384			2019-03-04 A	2020-10-15																																																		
	<div><div></div> DS-15120</div>	Begin Hotel Design Process	0		2019-03-04 A																																																			
	<div><div></div> DS-15080</div>	100% Hotel Schematic Design Comple	0			2019-07-25																																																		
	<div><div></div> DS-15240</div>	Mock-Up Design Development Submis	0			2019-09-05																																																		
	<div><div></div> DS-15250</div>	Mock-Up Construction Development S	0			2019-10-10																																																		
	<div><div></div> DS-15090</div>	100 % Hotel Design Development Con	0			2019-11-04																																																		
	<div><div></div> DS-4010</div>	Build Hotel Mockup	61		2019-11-05	2020-01-31																																																		
	<div><div></div> DS-4000</div>	Hotel Room Mock-Up Complete for De	0			2020-01-31																																																		
	<div><div></div> DS-15110</div>	Mockup Design Review & Approval Pe	19		2020-02-03	2020-02-28																																																		
	<div><div></div> DS-15100</div>	100% Hotel Construction Documents	0			2020-02-28																																																		

 Remaining Level of Effort  Primary Baseline  Remaining Work	Page 6 of 38	Date	Revision	Checked	Approved
 Actual Level of Effort  Actual Work  Critical Remaini...		2019-04-30	1 Bloor Master Schedule Revision R41	P.G.	M.C.

Remaining Level of Effort Primary Baseline Remaining Work	Page 7 of 38	Date	Revision	Checked	Approved
 Actual Level of Effort  Actual Work  Critical Remaini...		2019-04-30	1 Bloor Master Schedule Revision R41	P.G.	M.C.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Activity ID	Activity Name	Original Duration	BL Project Start	BL Project Finish	Start	Finish	2019					2020					2021					2022					2023								
							A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A
P3	<div></div> P3S1210	Strip and Reshore Slab	5			2019-07-19	2019-07-25				<div></div>	Strip and Reshore Slab																							
	<div></div> P3S1230	Strip Reshoring	5			2019-07-26	2019-08-01				<div></div>	Strip Reshoring																							
	<div></div> Verticals to Underside P2		22			2019-07-10	2019-08-09																												
	<div></div> Area P3-01		15			2019-07-19	2019-08-09																												
	<div></div> P3V1060	Waterproof Exterior Walls	5			2019-07-19	2019-07-25				<div></div>	Waterproof Exterior Walls																							
	<div></div> P3V1070	Reinforce Mega Columns	5			2019-07-19	2019-07-25				<div></div>	Reinforce Mega Columns																							
	<div></div> P3V1080	Reinforce Interior Columns and Shear	5			2019-07-19	2019-07-25				<div></div>	Reinforce Interior Columns and Shear Walls																							
	<div></div> P3V1190	Reinforce Exterior Walls	5			2019-07-26	2019-08-01				<div></div>	Reinforce Exterior Walls																							
	<div></div> P3V1200	Form and Pour Mega Columns	5			2019-07-26	2019-08-01				<div></div>	Form and Pour Mega Columns																							
	<div></div> P3V1210	Form and Pour Interior Columns and S	5			2019-07-26	2019-08-01				<div></div>	Form and Pour Interior Columns and Shearwalls																							
	<div></div> P3V1280	Form and Pour Exterior Walls	5			2019-08-02	2019-08-09				<div></div>	Form and Pour Exterior Walls																							
	<div></div> Area P3-02		11			2019-07-23	2019-08-07																												
	<div></div> P3V1000	Waterproof Exterior Walls	5			2019-07-23	2019-07-29				<div></div>	Waterproof Exterior Walls																							
	<div></div> P3V1010	Reinforce Mega Columns	5			2019-07-23	2019-07-29				<div></div>	Reinforce Mega Columns																							
	<div></div> P3V1020	Reinforce Interior Columns and Shear	5			2019-07-23	2019-07-29				<div></div>	Reinforce Interior Columns and Shear Walls																							
	<div></div> P3V1090	Reinforce Exterior Walls	5			2019-07-26	2019-08-01				<div></div>	Reinforce Exterior Walls																							
	<div></div> P3V1100	Form and Pour Mega Columns	5			2019-07-30	2019-08-06				<div></div>	Form and Pour Mega Columns																							
	<div></div> P3V1110	Form and Pour Interior Columns and S	5			2019-07-30	2019-08-06				<div></div>	Form and Pour Interior Columns and Shearwalls																							
	<div></div> P3V1220	Form and Pour Exterior Walls	5			2019-07-31	2019-08-07				<div></div>	Form and Pour Exterior Walls																							
	<div></div> Area P3-03		15			2019-07-10	2019-07-30																												
	<div></div> P3V1030	Waterproof Exterior Walls	5			2019-07-10	2019-07-16				<div></div>	Waterproof Exterior Walls																							
	<div></div> P3V1040	Reinforce Mega Columns	5			2019-07-10	2019-07-16				<div></div>	Reinforce Mega Columns																							
	<div></div> P3V1050	Reinforce Interior Columns and Shear	5			2019-07-10	2019-07-16				<div></div>	Reinforce Interior Columns and Shear Walls																							
	<div></div> P3V1120	Reinforce Exterior Walls	5			2019-07-17	2019-07-23				<div></div>	Reinforce Exterior Walls																							
	<div></div> P3V1130	Form and Pour Mega Columns	5			2019-07-17	2019-07-23				<div></div>	Form and Pour Mega Columns																							
	<div></div> P3V1140	Form and Pour Interior Columns and S	5			2019-07-17	2019-07-23				<div></div>	Form and Pour Interior Columns and Shearwalls																							
	<div></div> P3V1230	Form and Pour Exterior Walls	5			2019-07-24	2019-07-30				<div></div>	Form and Pour Exterior Walls																							
	<div></div> Area P3-04		13			2019-07-19	2019-08-07																												
	<div></div> P3V1150	Waterproof Exterior Walls	5			2019-07-19	2019-07-25				<div></div>	Waterproof Exterior Walls																							
	<div></div> P3V1160	Reinforce Interior Columns and Shear	5			2019-07-19	2019-07-25				<div></div>	Reinforce Interior Columns and Shear Walls																							
	<div></div> P3V1240	Reinforce Exterior Walls	5			2019-07-26	2019-08-01				<div></div>	Reinforce Exterior Walls																							
	<div></div> P3V1250	Form and Pour Interior Columns and S	5			2019-07-26	2019-08-01				<div></div>	Form and Pour Interior Columns and Shearwalls																							
	<div></div> P3V1290	Form and Pour Exterior Walls	5			2019-07-31	2019-08-07				<div></div>	Form and Pour Exterior Walls																							
	<div></div> Ramp Portion from P3 to P2		15			2019-07-19	2019-08-09																												
	<div></div> P3V1170	Waterproof Exterior Walls	5			2019-07-19	2019-07-25				<div></div>	Waterproof Exterior Walls																							
	<div></div> P3V1180	Reinforce Interior Columns and Shear	5			2019-07-19	2019-07-25				<div></div>	Reinforce Interior Columns and Shear Walls																							
	<div></div> P3V1260	Reinforce Exterior Walls	5			2019-07-26	2019-08-01				<div></div>	Reinforce Exterior Walls																							
	<div></div> P3V1270	Form and Pour Interior Columns and S	5			2019-07-26	2019-08-01				<div></div>	Form and Pour Interior Columns and Shearwalls																							
	<div></div> P3V1300	Form and Pour Exterior Walls	5			2019-08-02	2019-08-09				<div></div>	Form and Pour Exterior Walls																							
	<div></div> Structure		56	2019-05-03	2019-08-29	2019-07-31	2019-10-21																												
	<div></div> Level P2		24	2019-05-03	2019-07-19	2019-07-31	2019-09-04																												
	<div></div> BG-S1160	Form/Pour Suspended Slab - North	10	2019-05-03	2019-05-21	2019-07-31	2019-08-14	<div></div>			<div></div>	Form/Pour Suspended Slab - North																							
	<div></div> BG-S1170	Install Steel Tower Columns - North	10	2019-05-14	2019-05-28	2019-08-08	2019-08-21	<div></div>			<div></div>	Install Steel Tower Columns - North																							
	<div></div> BG-S1220	Form/Pour Suspended Slab - South	10	2019-07-02	2019-07-17	2019-08-08	2019-08-21		<div></div>		<div></div>	Form/Pour Suspended Slab - South																							
	<div></div> BG-S1190	Form/Pour Outer Walls & Columns - N	7	2019-05-24	2019-06-03	2019-08-15	2019-08-23				<div></div>	Form/Pour Outer Walls & Columns - North																							
<div></div> BG-S1240	Form/Pour Outer Walls & Columns - S	7	2019-07-11	2019-07-19	2019-08-26	2019-09-04				<div></div>	Form/Pour Outer Walls & Columns - South																								
<div></div> Level P1		25	2019-05-30	2019-08-01	2019-08-19	2019-09-23																													
<div></div> BG-S1210	Form/Pour Suspended Slab - North	10	2019-05-30	2019-06-12	2019-08-19	2019-08-30	<div></div>			<div></div>	Form/Pour Suspended Slab - North																								
<div></div> BG-S1230	Install Steel Tower Columns - North	10	2019-06-06	2019-06-19	2019-08-26	2019-09-09	<div></div>			<div></div>	Install Steel Tower Columns - North																								
<div></div> BG-S1250	Form/Pour Outer Walls & Columns - N	7	2019-06-17	2019-06-25	2019-09-05	2019-09-13		<div></div>		<div></div>	Form/Pour Outer Walls & Columns - North																								
<div></div> BG-S1260	Form/Pour Suspended Slab - South	10	2019-07-17	2019-07-30	2019-09-06	2019-09-19				<div></div>	Form/Pour Suspended Slab - South																								
<div></div> BG-S1280	Form/Pour Outer Walls & Columns - S	7	2019-07-24	2019-08-01	2019-09-13	2019-09-23				<div></div>	Form/Pour Outer Walls & Columns - South																								
<div></div> Concourse		20	2019-06-21	2019-08-15	2019-09-09	2019-10-04																													
<div></div> BG-S1270	Form/Pour Suspended Slab - North	10	2019-06-21	2019-07-05	2019-09-09	2019-09-20	<div></div>			<div></div>	Form/Pour Suspended Slab - North																								
							Page 23 of 38																												
							Date																Revision		Checked		Approved								
							2019-04-30																1 Bloor Master Schedule Revision R41		P.G.		M.C.								
<div>Remaining Level of Effort</div> <div>Actual Level of Effort</div>							<div>Primary Baseline</div> <div>Actual Work</div>																<div>Remaining Work</div> <div>Critical Remaini...</div>												

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

<div><div></div> Remaining Level of Effort</div> <div><div></div> Actual Level of Effort</div>	<div><div></div> Primary Baseline</div> <div><div></div> Actual Work</div>	<div><div></div> Remaining Work</div> <div><div></div> Critical Remaini...</div>	Page 35 of 38	<table><tr><th>Date</th><th>Revision</th><th>Checked</th><th>Approved</th></tr><tr><td>2019-04-30</td><td>1 Bloor Master Schedule Revision R41</td><td>P.G.</td><td>M.C.</td></tr><tr><td colspan="4"></td></tr></table>	Date	Revision	Checked	Approved	2019-04-30	1 Bloor Master Schedule Revision R41	P.G.	M.C.				
Date	Revision	Checked	Approved													
2019-04-30	1 Bloor Master Schedule Revision R41	P.G.	M.C.													

[illegible]

[illegible]

The ONE – BIM Requirements

Introduction

The ONE Bloor West project virtual construction (VC) efforts will be focused on implementing cutting edge technology and using Building Information Modeling (BIM) to fully coordinate and layout our primary building systems. The result will be a project delivered on schedule, within budget and of the highest quality possible.

In summary, the goals of the Virtual Design & Construction effort on the ONE Bloor West project include:

- Creating value by resolving construction conflicts prior to installation
- Creating efficiencies through early and open collaboration between all stakeholders
- Allowing opportunities to prefabricate
- Detailed mock-ups of repetitive spaces.

Specific processes on the ONE Bloor West project to achieve these goals are as follows:

- **3D MEP Coordination** – Building Information Modeling will be used to coordinate between disciplines and Subcontractors (clash detection) during design and construction.
- **4D Construction Phasing and Sequencing** – Navisworks will be used to create a tie between the construction schedule and the construction models, used for:
 - Validation of progress payments
 - Creation of Work Plans
 - Logistics/work phase sequencing and coordination
- **Modularization** – Use of coordinated 3D models to plan and prefabricate trusses
- **Field Layout** – Use of coordinated 3D models to create work packages and lift drawings integrated with the use of robotic total stations for layout and as-built information
- **Field Management** – Procore will be used to manage information to and from the field:
 - QA/QC
 - Field Document Control (2D & 3D)
 - Field inspections
 - Equipment & material tracking
- **Digital Document Control** – Blue Beam will be used to link and manage a single set of electronic construction documents which will be posted at digital plan tables and to CCM's file transfer site "PROCORE"

All Contract Document Phase drawings shall be prepared using the Autodesk Revit platform and combined into an aggregate project model using Autodesk NavisWorks software to create a BIM/Virtual Design & Construction (VDC) Model and implement VDC practices.

Definitions

Aggregate Model / Federated Model: a Model consisting of linked but distinct component Models, drawings derived from models, text, and/or other data sources.

Building Information Model(s): a digital representation of the physical and functional characteristics of the Project and is referred to in this BIM Execution Plan as the "Model(s)," this term may be used to describe a Model Element, a single Model or multiple Models used as the aggregate project Model.

Digital Document Control (DDC): the process of managing project documents digitally via electronic plan tables or mobile devices.

Level of Development / Level of Detail (LoD): describes the level of completeness to which a Model Element is developed.

CLARK CONSTRUCTION MANAGEMENT INC.

387124 20TH Sideroad, Mono, ON L9W 6V5

Telephone: (519)-942-8922 ♦ Website:

The ONE – BIM Requirements

Model Element: a portion of the Building Information Model representing a component, system or assembly within a building or building site. For the purposes of this BIM Execution Plan, Model Elements are represented by the Construction Specifications Institute (CSI) UniFormat™ classification system.

Model Element Author (MEA): the party responsible for developing the content of a specific Model Element to the LoD required for a particular phase of the Project. Model Element Authors are identified in the Model Progression Specification (Attachment 01).

Model Progression Specification (MPS): consists of a set of formalized “Levels of Development”, labeled with a number, and a description for the use of the BIM information at that LoD. In addition, the MPS includes a matrix of Model Elements, defines the Model Element Author responsible for developing the content of a specific Model Element to the LoD required for a particular phase of the Project.

1. **Construction Agreement**

- 1.1 Subcontractor agrees to participate in the use of digital/computer based three dimensional models and other related functionality, generally referred to as Building Information Modeling (such models and functionality are referred to herein as BIM) for use in facilitating documentation, coordination, sequencing, scheduling and the production of As-Built depictions of the Project and performance of the Work and as hereafter provided. The Subcontractor’s costs of such participation are included in the Price unless explicitly outlined herein.
- 1.2 Subcontractor shall provide digital submissions of information describing its respective Work in a form and manner that Clark Construction Mgt Inc. may require and that can be loaded into a BIM assembled by Clark Construction Mgt Inc.
- 1.3 Subcontractor’s submissions shall be of sufficient detail to enable accurate and complete spatial coordination and shall be provided by Subcontractor at a point in time that is reasonably in advance of Subcontractor’s shop drawing submittals and the subsequent onsite construction of the Subcontractor’s Work.
- 1.4 The digital format of such BIM submissions shall be as described herein.
- 1.5 Subcontractor shall participate in such BIM coordination and review meetings as Clark Construction Mgt Inc. may require and agrees that, as a result of the information exchanged at such meetings, both the digital submission and the Work depicted in the Subcontractor’s digital submission may be required to be changed by Subcontractor to achieve coordination with other elements of the Project being provided by others. Such changes shall be accomplished at no increase in the Price or Time of Completion. Subcontractor acknowledges that such meetings will require attendance of personnel that are familiar with both the data entry aspects of the BIM as well as an understanding of the Work to be performed and its relation to other elements of the Project. BIM coordination and review meetings will be held using a combination of on-site meetings and WebEx meetings led by CCM, but if coordination is not progressing at a sufficient pace we reserve the right to initiate full time co-location at no additional cost to the project.
- 1.6 Subcontractor agrees that neither the BIM nor the use of the BIM is in lieu of nor intended to relieve the Subcontractor of its responsibilities under the Subcontract, including to (i) coordinate its Work with the work of others involved in the Project and (ii) strictly comply with the other requirements of the Subcontract Agreement and the Contract Documents. It is expressly understood and agreed that, notwithstanding the requirement for submittals in connection with the BIM, traditional shop drawings and other submissions shall be required of Subcontractor as required by the Contract Documents and no party shall be liable to the other for any claim, dispute, controversy, cost or expense arising solely out of the use of BIM.
- 1.7 Clark Construction Mgt Inc. does not waive any of its intellectual property rights and shall have the sole and exclusive right to use the BIM and all submissions made by Subcontractor as it deems appropriate, whether during or after construction.
- 1.8 Subcontractor agrees that notwithstanding the fact that it may participate in the BIM process or receive information or materials from others in connection with the Project through the course of the use or development of the BIM, it shall not

CLARK CONSTRUCTION MANAGEMENT INC.

387124 20TH Sideroad, Mono, ON L9W 6V5

Telephone: (519)-942-8922 ♦ Website:

The ONE – BIM Requirements

take any position that the receipt of such participation or information has or will, in any respect, operate to waive, release or otherwise invalidate any of its obligations or responsibilities under the Subcontract or any intellectual property rights (copyrights, Subcontractor marks/logos, patents, etc.) that may apply to such information or materials.

- 1.9 Subcontractor acknowledges and agrees that Clark Construction Mgt Inc. shall incur no responsibility or liability with respect to the BIM or the use thereof, including that resulting from errors, omissions or deficiencies in the BIM. In the event that Subcontractor provides deficient information or data that does not represent the Work it will be ultimately providing, that is corrupted, that contains a virus and/or that otherwise damages the BIM, Subcontractor shall bear all costs associated with reconstructing the BIM and to otherwise remediate such deficiencies or their effects.
- 1.10 In the event the Subcontractor discovers any error, inconsistency or omission in its information or submissions, the information or submissions provided by others or any BIM, it shall promptly report the same to Clark Construction Mgt Inc. via written notice which shall contain all relevant specifics.
- 1.11 Subcontractor acknowledges that the BIM may require updating throughout the life of the Project to addresses any changes to the Work so that the BIM at the conclusion of the Project accurately depicts the Work as actually performed and installed. Subcontractor agrees to promptly update and provide revised submissions to Clark Construction Mgt Inc. throughout the course of the Project so that the BIM at the conclusion of the Project accurately depicts the Work as actually performed and installed.
- 1.12 The foregoing process is in addition to the Subcontractor's obligations to make the traditional submissions and shall not relieve or lessen in any way the Subcontractor's obligations contained throughout this Agreement and the other Contract Documents, defined in Article II of this Agreement.
- 1.13 Clark Construction Mgt Inc. may require that Subcontractors to divide their systems models by floors, zones, and/or areas in order to better manage the coordination process in a manner that is most conducive to meeting the project's schedule and needs.
- 1.14 Clark Construction Mgt Inc. will provide 3-Dimensional Architectural and Structural Models based on the design for use as backgrounds for coordination. Models will only include basic architectural features, such as the floors, a rough approximation of ceilings, chases, door openings, partitions, exterior wall surfaces, window openings, roofs, elevator shafts, stairs, basic structural features such as slabs and walls, steel framing – columns, beams, and other major structural elements. Each Subcontractor is ultimately responsible for coordinating to all information contained in the Contract Drawings and Specifications as related to their work. Each Subcontractor shall proceed using the contract documents to begin their engineering and drafting in order to meet the project schedule.
- 1.15 The Subcontractors will generate and provide, a 3-Dimensional model of their scope of work in addition to their 2-Dimensional documentation. Both the 3D and 2D shall be submitted to CCM to be considered a complete submittal. Refer to the BIM Execution Plan Section 4 Modeling Guidelines for detailed modeling guidelines and requirements. The 3-Dimensional model will represent an "as fabricated" fully detailed level of information. These models shall be updated and maintained to reflect changes in the work as a result of coordination or design changes and shall be delivered at the end of the project as an "As-Built" record model of the structural steel system in its entirety. Modelling requirements include but are not limited to the following scopes of work:
 - a) Division 2 – Water Distribution & Sewer Systems
 - b) Division 3 – Cast-in-Place Concrete
 - c) Division 3 – Precast Architectural Concrete
 - d) Division 4 - Masonry
 - e) Division 5 – Structural Steel/ Metal Fabrications/AESS/Metal Stairs/Pipe & Tube Railings/Metal Deck
 - f) Division 5 – Glazed Decorative Metal Railings
 - g) Division 7 – EPDM Roofing/Specialty Glazed Roofing Structure/ ETFE Roofing
 - h) Division 7 – Metal Composite Panels
 - i) Division 8 – Glass Entrances/Curtain Wall/Structural Glass Walls/Sloped Glazing/Plastic Glazing
 - j) Division 9 – Shaftwall/Metal Framing/Gypsum Board
 - k) Division 9 – Sound Absorbing Ceiling/Wall Units

CLARK CONSTRUCTION MANAGEMENT INC.

387124 20TH Sideroad, Mono, ON L9W 6V5

Telephone: (519)-942-8922 ♦ Website:

The ONE – BIM Requirements

- l) Division 11 – Fall Arrest & Travel Restraint Systems
- m) Division 13 – Methane Piping/Equipment
- n) Division 13 – Pools
- o) Division 13 – Specialty Glazed Roof Structure
- p) Division 21 – Fire Suppression
- q) Division 22 – Plumbing Subcontractors
- r) Division 23 – HVAC
- s) Division 25 – Building Automation Systems
- t) Division 26 – Electrical /Low Voltage Subcontractor
- u) Division 27 – Communications Subcontractor
- v) Division 28 – Fire Detection and Alarm

- 1.16 Refer to the BIM Execution Plan, Appendix B – MEP Coordination Procedure, Construction Phase for information regarding the spatial coordination process and requirements.
- 1.17 Each Subcontractor is required to have at a minimum one (1) license for Autodesk NavisWorks Manage software. The NavisWorks Manage software is required to compile the multiple model drawings and for the Subcontractor to run their own clash detection analysis. It is also required that the superintendent for each Subcontractor be equipped with a laptop and a NavisWorks license and be in attendance at coordination meetings. Subcontractors shall be prepared to make live, real-time changes to the “Shop Model” in the meetings and in order to review the finalized, signed off coordinated models prior to and during the fabrication/installation process.
- 1.18 Each Subcontractor is required to attend a separate bi-monthly meeting to review accessibility of equipment, devices, panels, valves, etc. above ceiling with the Owner, Architect, Engineer and Clark Construction Mgt Inc. Each Subcontractor is responsible to provide and identify under separate drawing layer Access doors and Accessibility requirements for items that require ongoing maintenance.
- 1.19 Coordination is the responsibility of all contractors. Clark Construction Mgt Inc. will call a meeting on a weekly basis as a minimum or as required, which subcontractors must attend. Failure to attend will result in work by the absent contractor in models reviewed at meeting being declared improperly coordinated and will require the contractor to relocate work as shown by Clark Construction Mgt Inc. No extra compensation will be paid to any contractor for relocating any duct, pipe, conduit, or other material that has been installed without proper coordination between all the contractors and the Subcontractors involved. If any improperly coordinated work, or work installed that is not in accordance with the approved coordination composites, necessitates additional work by other contractors, the cost of such additional work shall be assessed to the contractor responsible as determined by Clark Construction Mgt Inc. Errors in coordination will be resolved by the contractor at his own expense. Where agreements cannot be reached, Clark Construction Mgt Inc. will furnish a resolution. The contractor will bear the expense of said resolution.
- 1.20 All work on the coordination drawings (including 3D models) shall be performed by competent draftsmen in a clear legible manner utilizing standard industry conventions. All Subcontractors shall be responsible for providing their coordination drawing files according to the coordination schedules and updates distributed by Clark Construction Mgt Inc. It is the responsibility of each contractor to supply a sufficient number of draftsmen so as not to delay the BIM/3-Dimensional coordination process and shop drawing submittals. Should Clark Construction Mgt Inc. determine that a Subcontractor is not providing or updating models in accordance with the coordination schedule, others maybe contracted to complete the Work. Costs incurred by Clark Construction Mgt Inc. and other Subcontractors due to the delay will be assessed against the delinquent Subcontractor.
- 1.21 Coordination drawings are not to be construed as and not to relieve each contractor from their shop drawing obligations required under the project specifications and are distinctly separate from the requirements to provide final “As-Built” drawings.
- 1.22 All 2D CAD files supplied to and by Clark Construction Mgt Inc. will be as Autodesk AutoCAD .dwg file format and be readable by other Subcontractors’ CAD system and NavisWorks. Being ‘readable’ means the ability to open a file without any errors (such as prox, xref resolution, geometry error, etc) and with objects, layers, and other file properties remaining intact. In

CLARK CONSTRUCTION MANAGEMENT INC.

387124 20TH Sideroad, Mono, ON L9W 6V5

Telephone: (519)-942-8922 ♦ Website:

The ONE – BIM Requirements

addition, all dwg files shall be saved down to the lowest common version which is 2007 file format.

- 1.23 It is critical that all Subcontractors use the mandated file naming convention for their BIM/CAD files. Refer to **Appendix B: MEP Coordination Procedure**
- 1.24 All Subcontractor's drawing and model files shall be based on an origin point provided by Clark Construction Mgt Inc. The cost of any changes required by the Subcontractor to their drawings or models due to the use of an unauthorized origin shall be borne by the Subcontractor.
- 1.25 CCM will be utilizing Procore applications on this project and each Subcontractor is required to monitor and utilize this software for the duration of the project. Procore will be used for digital field management including; inspections, punchlists, quality control, etc. and is compatible with iPads only. Each Subcontractor is required to provide their field and office supervisory personnel with iPads to appropriately monitor and utilize this software.

2. Contact Information

ORGANIZATION	Role	CONTACT	LOCATION	E-MAIL	PHONE
Clark Construction Mgt Inc.	BIM Manager	Patrick Gallagher	ONE Bloor West Jobsite	pgallagher@clarkcm.ca	C:647.531.9498
Clark Construction Mgt Inc.	BIM Coordinator	Ishan Garg	ONE Bloor West Jobsite	ishan@clarkcm.ca	C:647.787.2330
Clark Construction Mgt Inc.	Project Coordinator	Connor Early	ONE Bloor West Jobsite	cearly@clarkcm.ca	C:647.202.1613
Clark Construction Mgt Inc.	Project Coordinator	Andrew Shibel	ONE Bloor West Jobsite	ashibel@clarkcm.ca	C:647.622.1165

3. Model Management

- 3.1 BIM QA/QC – CCM Construction Services Inc.
 - a) CCM will perform QA/QC measures on the Architectural and Structural Design models to ensure continuity of the data being delivered from Architectural & Structural Consultants
 - b) Each trade Contractor will be responsible for any QA/QC efforts for the design models for their respective trade
 - c) QA/QC issues will be documented and submitted to CCM within 5 days of their occurrence, so they may be resolved in a timely manner
 - d) CCM will take the lead on resolving these issues with the design team in conjunction with the respective trade
 - e) A work flow will be established with the design team to update the model and manage any changes that occur throughout the coordination process.

3.2 BIM Updates and Maintenance:

Subcontractors shall provide updates/maintenance of Electronic Data/3D Model throughout construction to include but not limited to:

CLARK CONSTRUCTION MANAGEMENT INC.

387124 20TH Sideroad, Mono, ON L9W 6V5

Telephone: (519)-942-8922 ♦ Website:

The ONE – BIM Requirements

- a) Incorporation of RFIs, Bulletins and Change Orders, etc.
- b) Submittal comments and revisions on approved shop drawings.
- c) As-Built field modifications.
- d) Subcontractors are to provide Clark Construction Mgt Inc. with an updated model on a **weekly** basis throughout the installation of the Work.

3.3 Utilization of BIM for the RFI process: response protocol and timing, incorporation of responses into any Model.

- a) Each Subcontractor is required to update and post any changes originating from RFIs, Submittals and Bulletins that have changed their perspective work. Each Subcontractor making changes shall post onto the BIM File Server site and send out a corresponding notice indicating the changes and reasoning behind the change within no later than 10 business days from receipt of changes.
- b) The RFI template is to provide an input box to confirm whether the response to the RFI has the potential to require modification to the project Building Information Model(s). Modification could require geometric model revision or information input.
- c) This BIM issues item shall be a searchable item of the projects RFI log system.
- d) Utilization of BIM for the Change Order / Bulletin process: The process for quantifying and correcting clashes caused by a design change to a signed off and in-progress area is as follows:
 - i. Subcontractor(s) that have work directly affected by the bulletin documents will take the lead in drafting the revised 3-Dimensional layout, minimizing the clashes with other Subcontractors as much as possible. Revised layouts are to be drawn in an identifiable layer, labeled to match the respective bulletin.
 - ii. Once the work is drafted by the affected Subcontractor(s), a clash report is to be prepared by the MEP Coordinator with all latest posts.
 - iii. MEP Coordinator will audit and report the clashes that are local to the area affected by the change documents, similar to the analysis of detected vs. reported clashes in preparation for weekly clash reports.
 - iv. Confirming RFIs shall be used to track a BIM impact associated with Change Orders requiring modifications to the project Building Information Model(s). Modifications could require geometric model revision or information input.
 - v. Incorporating approved Change Orders into the BIM Model (when applicable) shall be completed in no later than 10 business days.
 - vi. Implementation of modifications to the project Building Information Model(s) due to Change Orders will be the responsibility of the Model Element Author in primary control of the effected Model Element at the Change Order's initiation. (refer to the attached Model Progression Specification)

3.4 File Management

- a) Construction Phases. MEP Coordinator will establish an electronic workspace using CCM Construction Inc. Project Document Control (PROCORE) site for the purpose of efficient and timely transfer of coordination files. The electronic workspace will provide a location where the current contract drawings, CAD files, coordination models, and fully- coordinated submittal drawing files will reside. Access will be granted to each BIM coordination team member participating in the coordination process. BIM Coordination Team members are to upload updated copies of their coordination files as often as necessary to maintain the coordination schedule. Clark Construction Mgt Inc. may use the MEP collaboration workspace as an interface for collaboration between the Owner, Design team, and other Subcontractors not actively involved in the MEP coordination process but related to the MEP process.
- b) Each project team member (consultant) will have:
 - i. Access to the PROCORE site via a unique username and password (received via email).
 - ii. Allocated areas for uploading/downloading data.
 - iii. A secure area that will be shared between only Clark Construction Mgt Inc. and that team member
 - iv. Access to aggregate coordination Models.
- a) PROCORE site updates will occur periodically and will be notified with an email.

CLARK CONSTRUCTION MANAGEMENT INC.

387124 20TH Sideroad, Mono, ON L9W 6V5

Telephone: (519)-942-8922 ♦ Website:

The ONE – BIM Requirements

- b) All files uploaded/downloaded by project team are to be used for this project ONLY. Files are not to be shared outside of the project team without written permission by Clark Construction Mgt Inc.
- c) All project team members will ONLY upload project data in their respective folders. DO NOT DELETE any files that are not located in your specific folder.
- d) If you do not have rights to upload or change the data located in your company folder, then contact your project manager.
- e) PROCORE user access will range from Authors and Readers. Each project team manager will receive two sets of usernames and passwords. Please give active participants in your team Author usernames. For those who need simply to logon and download data, please issue those users a Reader (read only) username.
- f) Secure areas are visible only to those in your company project team. All other users outside your company will not see or have access to the secure rooms on the PROCORE site other than Clark Construction Mgt Inc. project manager personnel.
- g) It is the responsibility of each team member to always download the latest files necessary to complete their task. Please check the folder location, name and dates of the files you download. This will reduce coordination errors throughout the design and construction phases.
- h) Model Archives. The party responsible for Model Management shall produce a Model Archive at the end of each Project Phase and shall preserve the Model Archive as a record that may not be altered for any reason.
- i) Phases in which Model(s) are to be archived are as follows:
 - i. Construction Documents (40%, 90%, 100%)
 - ii. As-Builts
 - iii. The Model Archive shall consist of two sets of files. The first set shall be a collection of individual Models as received from the Model Element Author(s) in the original file format(s). The second set of files shall consist of the aggregate of those individual Models in a format suitable for archiving and viewing. The second set shall be saved in the following file format: Autodesk NavisWorks.NWD

4. **BIM – Modeling Guidelines**

4.1 **General Requirements:**

Origin Point: All models must be in the correct location in 3D Space (x, y, and z coordinates). These coordinates will be provided by Clark Construction Mgt Inc. and distributed to Subcontractor's for their use. This includes correct floor elevation(s) (z coordinates). The correct insertion point is critical and ensures that each model will align properly for the master aggregate Model without modification.

Tolerances: Model(s) and Model Elements must be within "3mm" of theoretical dimensions. Tolerances for specific items and systems will be determined as necessary. Model tolerances are not to be construed as construction tolerances.

Units: Metric units.

Scale: BIM/3D Models need to be in the correct scale and units. One to one relationship.

Coordination Drawings: All coordination drawings and install drawings to be pulled directly from the coordinated model.

Ongoing Coordination/As-builts: All RFI's and design changes are to be incorporated into the models within 1 week of receipt of design changes.

As-builts: As built model to be provided by the each Subcontractor at close of project.

Model must be 100% complete for the current building, level, and phase. A good rule of thumb is that if you don't want to move it, it needs to be in the model. This includes, but is not limited to:

- Piping that is larger than "12mm" diameter.
- Model all equipment and panels to scale.

CLARK CONSTRUCTION MANAGEMENT INC.

387124 20TH Sideroad, Mono, ON L9W 6V5

Telephone: (519)-942-8922 ♦ Website:

The ONE – BIM Requirements

- Identify all service and access areas.
- Model all “no-fly zones” for: access, maintenance clearance, elevator shaft, code issues, constructability with solid objects.
- Show size and thickness of housekeeping pads.
- Show all sleeved or cored hole penetrations. Penetrations thru building systems such as steel, cast-in-place concrete, or CMU walls shall be identified in the Subcontractor’s model by means of a modeled sleeve (w/ defined tolerance).
- Model any item which may impact coordination with other disciplines
- All model elements are to have identity codes or CSI MasterFormat 2004 codes assigned.
- Modeled elements for equipment are to have the specific manufacturer and model information assigned if known.

4.2 Modeling Requirements:

Scope: In general, the scope of work is to create a technically accurate and highly detailed BIM/3D computer model of the architectural, structural, building systems, lighting, signage, mechanical, electrical, plumbing, fire protection, fire alarm, special systems. Modeling of the civil elements will be limited.

Extent of model: The BIM (in plan view) shall typically extend to 1.5m beyond the exterior walls of the building(s) being modeled. Vertically, the model shall extend from the lowest extent of the foundations or lowest underground utility up through (and including) the roof of the top most floor, or highest overhead utility or adjacent structure. To the extent that the scope includes building systems, those systems will be included to the full horizontal and vertical extents of the model including underground utilities and roof-top mounted items.

Model scope also includes relevant faces/masses of buildings adjacent or across street. Existing conditions will be modeled when directly adjacent to new construction. Otherwise, existing conditions shall be modeled as masses.

4.3 Existing Conditions:

4.3.1 Laser Scanning:

4.4 Modeling Stipulations:

The following will be used as the basic requirements for the Subcontractor model elements:

4.4.1 Division 5: Glazed Decorative Metal Railings

- a) Glazed decorative metal railings shall be accurately located in the model. Includes glass and metals.
- b) Embeds in concrete provided by this subcontractor are required to be modeled.
- c) Identify necessary blockouts and model as solid objects.
- d) Model bent plates and gauge metal edge plates provided by this subcontractor.
- e) Erection and safety aids (i.e. bolts, clip angles, etc.) shall be on layer that may be hidden by CCM.
- f) Miscellaneous metals provided by this subcontractor shall be modeled.
- g) Identify reinforcing or penetration “no-fly” zones as applicable.
- h) Model stairs, stair attachments and handrailings (including wall mounted railings and intermediate railings).
- i) Model all other elements necessary for the successful coordination with other building Subcontractors.

4.4.2 Division 7: EPDM Roofing/Ethylene tetrafluoroethylene (ETFE)

- a) Edges of all slabs and penetrations of structural systems will be accurately located in the model.
- b) Identify all service and access areas.
- c) Identify reinforcing or penetration “no-fly” zones as applicable.
- d) Identify tracks, kickers, stickers/z-clips, etc.

CLARK CONSTRUCTION MANAGEMENT INC.

387124 20TH Sideroad, Mono, ON L9W 6V5

Telephone: (519)-942-8922 ♦ Website:

The ONE – BIM Requirements

- e) All primary and secondary structural steel members will be modeled, including standard steel member sizes, gusset plates, angles, knife plates, braces, kickers and equipment supports. All
- f) Identify components, by color or pattern.
- g) Bent plate/parapet, etc. to roof system framing/supports.
- h) RCP – validate and maintain.
- i) Model all other elements necessary for the successful coordination with other building Subcontractors.

4.4.3 Division 7: Metal Composite Panels

- a) All composite metal panels, wall assemblies, metal framing, shaft walls, bulkheads, soffits, etc. relating to the contractors scope of work will be modeled
- b) The model shall include correct dimensional stud widths and lengths
- c) The model shall contain correct dimensional panel thicknesses and layers
- d) Floor Plan – validate and maintain.
- e) Vertical and horizontal shafts with studs.
- f) Full height walls with studs, top track, kickers, and stickers/z-clips .
- g) Partial height with studs walls with kickers.
- h) Soffits with studs, joists, and kickers.
- i) Identify rated walls (by color or pattern) as well as horizontal shafts & wall types.
- j) King studs.
- k) Bent plate to exterior framing/curtain wall.
- l) Light coves, backing, hand rails, corner guards.
- m) RCP – validate and maintain with Acoustic Ceiling contractor.
- n) Identify and detail Pre-rock (interference walls) and leave-out walls
- o) Exit passageways
- p) Box Headers and Penetrations
- q) Curtain Tracks
- r) Compression posts (coordinate with obstructions to provide a constructible system).
- s) Model all other elements necessary for the successful coordination with other building Subcontractors.
- t) Composite Metal Panel contractor to coordinate and compile a composite RCP submittal for all trades & subcontractors with services installed in the composite metal panel systems.

4.4.4 Division 8: Glass Entrance/Curtain Wall/Structural Glass Walls/Sloped Glazing/Plastic Glazing

- a) Complete model of assembly (mullions, glazing, panels, etc.)
- b) Provide a 3D model of the glazing shop drawings.
- c) All miscellaneous structural elements (wind braces, imbeds, kickers, supports, etc.)
- d) Revised slab edge positions & elevations according to the wall system (including pockets, embeds, etc.)
- e) Model all other elements necessary for the successful coordination with other building Subcontractors.

1 **GENERAL**

- 1.1 The requirements of the Articles of Agreement, Conditions of the Contract, Division 1 apply to and form all Sections of the Contract Documents and the Work.
- 1.2 No person(s), firm or corporation other than the Construction Manager and their Trade Contractor(s) have any interest in this Contract, or in the proposed Trade Contractors.
- 1.3 It is intended that work supplied under this Specification shall be complete in every detail for the purpose required. This Contract shall include materials not herein mentioned, but which may be found necessary to complete or perfect any portion of Work in accordance with requirements and intent of this Specification. Work not specified or shown in either the Drawings or in Specifications, but involved in carrying out their intent, or in the complete and proper execution of the work, is required and shall be performed by the Construction Manager as though it were specifically delineated or described.
- 1.4 Work in this Specification is divided into descriptive sections which are not intended to identify absolute contractual limits between Trade Contractors, nor between the Trade Contractor and their Trade Contractors. The Trade Contractor is responsible for organizing division of labour and supply of materials essential to complete the Contract.
- 1.5 Specifications, Schedules and Drawings are complementary and items mentioned or indicated on one may not be mentioned or indicated on the others.
- 1.6 Contractors finding discrepancies or ambiguities in, or omissions from the Drawings, Specifications or other Contract Documents, or having doubt as to the meaning and intent of any part thereof shall contact the Consultant for clarification. If the Consultant is not contacted for clarification, execute the Work in accordance with the most stringent requirements.
- 1.7 Mention in the specifications or indicate on the drawings, materials, products, operations, or methods, requiring that the Trade Contractor provide each item mentioned or indicated to the quality or subject to the qualifications noted. Perform, according to the conditions stated, each operation prescribed, and provide labour, materials, Products, equipment and services to complete the Work.
- 1.8 Where the singular or masculine is used in the Contract Documents, it shall be read and construed as if the plural, feminine or neuter had been used when the context or the statement so requires and as required to complete the Work, and the rest of the sentence, clause, paragraph, or Article shall be construed as if all changes in grammar, gender or terminology thereby rendered necessary had been made.
- 1.9 The terms “exposed” or “exposed to view” refers to surfaces that are within the line of vision of persons from any accessible viewpoint, both within and without the building. Where any part of a surface is exposed to view, all other portions of that surface shall also be considered as exposed to view.

2 USE OF PREMISES AND SITE

- 2.1 The work shall be confined to the area defined on the drawings except that services connections and certain portions of landscaping, hard paving and curb work shall be executed on Municipal property under regulations of authorities having jurisdiction.
- 2.2 Certain restrictions exist as to the use by the trades of various portions of the place of work. The trades shall familiarize themselves with these restrictions and shall establish their work plan to accommodate these restrictions. No claims for extra costs due to such restrictions will be considered by the Owner.
- 2.3 Individual trades shall have partial use of premises for performance of the Work, in which case trades shall assume responsibility for premises assigned to them for performance of the Work.
- 2.4 Traffic or storage of materials, debris, offices, storage sheds, is permitted only in locations specifically designated by Construction Manager; use only access routes to and from such storage areas as permitted by Construction Manager.
- 2.5 Trades shall limit their use of premises to areas as designated by Construction Manager.

3 OWNER OCCUPANCY

- 3.1 The Owner reserves the right to occupy and use portions of the premises, whether partially or entirely completed, or whether completed on schedule or not, provided such occupancy does not interfere with the trade's continuing work.
- 3.2 Partial occupancy or installation by the Owner of his equipment shall not imply acceptance of the Work in whole, or in part, nor shall it imply acknowledgment that terms of the agreement are fulfilled.
- 3.3 The trades shall not be entitled to indemnity for interference with performance of the Work due to Owner's occupancy of areas of Project prior to Completion of the Contract, but after date of Substantial Performance.

4 EXISTING SITE CONDITIONS

- 4.1 Make a careful examination of the site, and investigate and be satisfied as to all matters relating to the nature of the Work to be undertaken, as to the means of access and egress thereto and therefrom, as to the obstacles to be met with, as to the extent of the Work to be performed and any and all matters which are referred to in the Contract Documents.

- 4.2 Report any inconsistencies, ambiguities, discrepancies, omissions, and errors between Site conditions and Contract Documents to the Construction Manager prior to the commencement of Work. If inconsistencies, ambiguities, discrepancies, omissions, and errors are not reported and clarified, the most stringent requirement shall govern, as determined by the Construction Manager.

5 ACCESS/PROPERTY CONSTRAINTS

- 5.1 Confine Work and operations of employees to limits indicated by the Contract Documents. Do not unreasonably encumber the premises with products.
- 5.2 Organize delivery of materials/equipment to and removal of debris and equipment from place of Work to permit continual progress of work and suitable for restricted site conditions.
- 5.3 Determine and make arrangement as required for loading and unloading of equipment and Products with the Construction Manager. Conform to Owner's requirements with regard to parking restrictions and other conditions.
- 5.4 All Products, materials and equipment required on Site shall be portable and/or size suitable for access and movement on Site and without causing damage to buildings.
- 5.5 Personnel access and material deliveries to the Site shall be only by routes designated by the Construction Manager.

6 PARKING

- 6.1 Parking will be permitted on Site provided it does not disrupt the performance of Work, Site safety or the movement of vehicular or pedestrian traffic and is acceptable to the Construction Manager.

7 COORDINATION

- 7.1 Cooperate and coordinate with Other Trade Contractors including Other Trade Contractors employed by Owner. Ensure that Subtrades coordinate their work to have the Work performed expeditiously and to be satisfactory in all respects at completion. Ensure cooperation of workers in laying out and performing Work. Maintain efficient and continuous supervision.
- 7.2 Ensure that subtrades cooperate with other subtrades whose work attaches to or is affected by their own work. Ensure that minor adjustments are made to make adjustable work fit fixed work.
- 7.3 Ensure subtrades coordinate and make reasonable provision in the work for the work of other subtrades including splicing and sequencing of installation at no extra cost to the Owner.

- 7.4 Allow access of Other Trade Contractors on Site and to areas of Work. Cooperate and coordinate with such Other Trade Contractors. Schedule work to complement work of such Other Trade Contractors.
- 7.5 Placing, installation, application and connection of work by the Owner's own forces or by Other Trade Contractors on and to the Trade Contractor's Work shall not relieve the Trade Contractor of his responsibility to provide and maintain the specified warranties.
- 7.6 Coordinate with removals/installations specified in other Divisions and Other Contracts.
- 7.7 Pay particular attention to types of ceiling construction and clearances throughout, especially where recessed fixtures are required. Coordinate work with Other Trade Contractors and Subtrades wherever ventilation ducts or piping installations occur to ensure that conflicts are avoided.
- 7.8 Install ceiling mounted components in accordance with final ceiling plans. Inform Construction Manager of conflicting installations.
- 7.9 Install and arrange ducts, piping, tubing, conduit, equipment, fixtures, materials and products to conserve headroom and space with minimum interference and in neat, orderly and tidy arrangement. Run pipes, ducts, tubing and conduit, vertical, horizontal and square with building grid unless otherwise indicated. Install piping, ducts, and conduit as close to underside of structure as possible unless shown otherwise.
- 7.10 Make provision for unrestricted relocation of light fixtures to replace ceiling panels at grid spaces of the same size, without interference or restriction by items located within the ceiling space.
- 7.11 Where supports or openings are to be left for the installation of various parts of the Work furnish the necessary information to those concerned in ample time so that proper provision can be made for such items. Have cutting, drilling and other remedial work, and the subsequent patching or other work required for failing to comply with this requirement, performed at a later date at no additional Cost to Owner.
- 7.12 Ensure that setting drawings, templates, and all other information necessary for the location and installation of materials, fixtures, equipment, holes, sleeves, inserts, anchors, accessories, fastenings, connections, and access panels are provided by each Section whose work requires cooperative location and installation by other Sections, and that such information is communicated to the applicable installer. Have cutting, fixing and making good to the work of Other Trade Contractors, Subtrades required for, and make up time lost as result of, failure to comply with this requirement, at no additional cost to Owner.
- 7.13 Be responsible for coordinating products supplied in metric (SI) and imperial units into the overall layout.

- 7.14 Properly coordinate the work of the various Sections and trades to assure the best arrangement of pipes, conduits, ducts and mechanical, electrical and other equipment, in the available space. Under no circumstances will any extra payment be allowed due to the failure by the Trade Contractor to coordinate the Work. If required, in critical locations, prepare interference and/or installation drawings showing the work of the various Sections and submit these drawings to the Construction Manager for review before the commencement of Work.
- 7.15 In case of damage to active services or utilities, notify Construction Manager and respective authorities immediately and make all required repairs under direction of Construction Manager and respective authorities. Carry out repairs to such damaged services and utilities continuously to completion, including working beyond regular working hours.
- 8 **PRECONSTRUCTION MEETING**
- 8.1 Within 3 days after award of Contract, the Construction Manager will arrange a Preconstruction meeting of parties in the Contract to discuss and resolve administrative procedures and responsibilities at the Owners' offices, and set all construction meetings for each portion of the project.
- 9 **PROGRESS MEETINGS**
- 9.1 The Construction Manager's Project Manager shall schedule, administrate and chair all site meetings every 2 weeks (or more often as required) which shall be attended by the Owner throughout the progress of the Work. Schedules shall be update every 2 weeks by the Site Superintendent for distribution at each meeting.
- 9.2 Attend regularly scheduled progress meetings to be held on Site at times and dates that are mutually agreed to by the Owner, Construction Manager, and Trade Contractor.
- 9.3 Co-ordinate and organize attendance of individual subtrades and material suppliers when requested. Relationships and discussions between subtrades participants are not the responsibility of the Construction Manager and do not form part of the meetings content.
- 9.4 Ensure that Trade Contractor representatives in attendance at meetings have required authority to commit Trade Contractor to actions agreed upon. Assign same persons to attend such meetings throughout the contract period.
- 9.5 The Project Manager shall prepare the Agenda for all site meetings in consultation with the Consultant's Contract Administrator, and shall distribute written, either via fax or by e-mail, notice of each meeting minimum 4 days in advance of meeting date to all parties required to attend.

-
- 9.6 Be prepared to provide specific information relative to agenda items at each meeting as they are pertinent to the Contract.
- 9.7 Agenda will include but not be limited to the following topics as are pertinent to the Contract.
- .1 Review and agreement of previous minutes.
 - .2 Safety.
 - .3 Status of submittals.
 - .4 Quality control.
 - .5 Co-ordination.
 - .6 Contract Schedule
 - .7 Work plan up to next scheduled meeting.
 - .8 Requests for information/clarification.
 - .9 Contemplated changes.
- 9.8 Construction Manager shall record minutes of meeting and distribute type written copies to all participants and other interested parties, within one week of meeting date.
- 10 **SCHEDULING**
- 10.1 Be responsible for planning and scheduling of the Work. Be responsible for ensuring that subtrades plan and schedule their respective portions of the Work. Subtrades schedules shall form part of the above mentioned schedules.
- 10.2 Prepare and submit the Contract Schedule within two weeks following award of Contract. This schedule, once it is reviewed by the Construction Manager and if it meets the Construction Manager's project requirements, will become contractual.
- 10.3 The Contract Schedule shall be developed using a logic network technique for planning and scheduling.
- 10.4 The Contract Schedule shall be submitted for approval in its optimum levelled form. This presentation may be in either a time scaled network or a bar chart form. It shall be subdivided into either work areas or systems as applicable.
- 10.5 The Contract Schedule shall include the following information:
- .1 Starting and ending dates of each activity including the float periods;

- .2 Manpower requirements for each activity;
 - .3 Interdependency with activities of other Trade Contractors;
 - .4 Dates specified in the Contract Documents;
 - .5 Dates on which specific data will be required for submittal, i.e., Vendor data, drawings for review, etc.
- 10.6 This schedule shall be reviewed and updated monthly by the Trade Contractor so as to reflect any Contract changes as well as major changes to the schedule.
- 11 **SUBMITTALS**
- 11.1 Provide labour, Products, equipment, services tools and supervision necessary for submittals.
- 11.2 No portion of the works shall commence without acceptance of the required submittals.
- 11.3 Make submittals specified in this Section to Construction Manager unless otherwise specified.
- .1 Verify accuracy and completeness of submittals prior to submission.
 - .2 Verify field measurements, field construction criteria, catalogue numbers and similar data.
 - .3 Co-ordinate each submittal with requirements of the Work and the Contract Documents.
 - .4 Notify Construction Manager in writing at time of submission, of any deviation in submittals from requirements of the Contract Documents.
- 11.4 Submit in accordance with dates established; shop drawings, fabrication, manufacture, erection and installation to provide adequate time for reviews, securing necessary approvals, possible revisions and resubmittals, placing orders, securing delivery and to avoid construction delays.
- 11.5 Accompany each submittal with a letter of transmittal in duplicate containing all pertinent information required for identification and checking of submittals including but not limited to the following:
- .1 Date of initial submission and date of each subsequent submission if required.
 - .2 Project title and Construction Manager's project number.
 - .3 Names of:
 - .1 Trade Contractor.

- .2 Subtrades.
- .3 Supplier/manufacturer as applicable.
- .4 Specification section numbers to which submission is related.
- .5 Countersigned stamp of Trade Contractor certifying that they have reviewed the submission.
- 11.6 Allow two week for the Construction Manager's review of each submission.
- 11.7 When submittals are resubmitted, transmit under a new letter of transmission.
- 11.8 Do not carry out Work until Consultants review of submittals has been completed.
- 11.9 Be responsible for payment of charges for delivery of submissions and resubmission to Construction Manager.
- 12 **PRODUCT DATA**
- 12.1 Before delivery of Products to the Site, submit Product data as specified in each section or as requested by the Construction Manager.
- 12.2 Submit manufacturer's Product data for systems, materials, and methods of installation proposed for use. Such literature shall identify systems, each component, and shall certify compliance of each component with applicable standards.
- 13 **SAMPLES**
- 13.1 Before delivery of Products to the Site, submit samples of Products as specified or as requested by the Construction Manager. Label samples as to origin and intended use in the Work and in accordance with the requirements of the Specification Sections. Samples must represent physical examples to illustrate materials, equipment or work quality and to establish standards by which completed Work is judged.
- 13.2 Ensure samples are of sufficient size and quantity, if not already specified, to illustrate:
 - .1 The quality and functional characteristics of Products, with integrally related parts and attachment devices.
 - .2 Full range of colours available.
- 13.3 Notify the Construction Manager in writing, at time of submission, of any deviations in samples from requirements of the Contract Documents, and state the reasons for such deviations.

-
- 13.4 Identify samples with Project name, Contract number, date, Trade Contractor's name, number and description.
- 13.5 If samples are not acceptable, both samples will be returned. If samples are acceptable, one sample will be so indicated and returned. Be responsible for the cost of samples that are not accepted and for resubmission of samples.
- 13.6 Acceptable samples shall serve as a model against which the products incorporated in the work shall be judged.
- 13.7 Each Product incorporated in the Work shall be precisely the same in all details as the acceptable sample.
- 13.8 Should there is any change to the accepted sample, submit in writing for approval of the revised characteristics and resubmit samples of the Product for approval if requested.
- 13.9 When samples are very large, require assembly, or require evaluation at the Site, they may be delivered to the Site, but only with approval and as directed.
- 14 **SHOP DRAWINGS**
- 14.1 Arrange for the preparation of shop drawings as called for in the Contract Documents or as may be reasonably requested by the Construction Manager. The Trade Contractor and each Subtrade shall operate as experts in their respective fields and all shop drawings and samples shall conform to the requirements of the Contract Documents.
- 14.2 The term "shop drawings" means drawings, diagrams, schematics, illustrations, schedules, performance charts, brochures and other data which are required to illustrate details of the Work.
- 14.3 In addition to shop drawings specified in the specification sections, submit shop drawings required by jurisdictional authorities in accordance with their requirements.
- 14.4 Shop drawings shall indicate the following minimum criteria and any additional criteria indicated in the individual specification sections requiring shop drawings:
- .1 Clear and obvious notes of any proposed changes from the Contract Documents.
 - .2 Full size details and graphic representation describing materials, components and equipment, construction, finishes, and provision for movements.
 - .3 Fully dimensioned fabrication and erection drawings, to an agreed scale appropriate to the detail.
 - .4 Fabrication and construction tolerances and deflections provided for live loading.

- .5 Details to indicate construction arrangements of the parts and their connections, and interconnections with other work.
 - .6 Location and type of anchors and exposed fastenings.
 - .7 Materials, physical dimensions including thicknesses, and finishes.
 - .8 Descriptive names of equipment.
 - .9 Mechanical and electrical characteristics when applicable.
 - .10 Information to verify that superimposed loads will not affect function, appearance, and safety of the work detailed as well as of interconnection work.
 - .11 Assumed design loadings, and dimensions and material specifications for load-bearing members.
- 14.5 Include in shop drawing submissions detailed information, templates, and installation instructions required for incorporation and connection of the Work.
- 14.6 Before submitting to the Construction Manager, review all shop drawings to verify that the Products illustrated therein conform to the Contract Documents. By this review, the Trade Contractor agrees that it has determined and verified all field dimensions, field construction criteria, materials, catalogue numbers and similar data and that it has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Trade Contractor's review of each shop drawing shall be indicated by stamp, date and signature of a qualified and responsible person possessing the appropriate authorization.
- 14.7 Be responsible for dimensions to be confirmed and correlated at the Site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for coordination of the Work of all subtrades.
- 14.8 Submit shop drawings for the Construction Manager's review with reasonable promptness and in orderly sequence so as to cause no delay in the Work nor in the work of Other Trade Contractors. At the time of submission, notify the Construction Manager in writing of any deviations in the shop drawings from the requirements of the Contract Documents. The Trade Contractor will be held responsible for changes made from the Contract Documents which are not indicated or otherwise communicated in writing with the submission.
- 14.9 Drawings submitted by the Trade Contractor as required herein are the property of the Owner who may use and duplicate such drawings where required in association with the Work.
- 14.10 Submit shop drawings, as indicated in each section of the Work, signed and sealed by a licensed Professional Engineer registered in the place of the Work.

-
- 14.11 Shop drawings shall have distinct, uniform letters, numerals and line thicknesses that will ensure the production of clear legible prints and also facilitate microfilming and reduced reproduction.
- 14.12 Submissions shall consist of one set of reproducible prints and 3 sets of prints with each sheet folded into 216 mm x 280 mm size with title block appearing on outside. However, in instances where catalogue items are specified, three clean copies of the manufacturer's catalogue may be submitted.
- 14.13 Shop drawings shall contain the following identification:
- .1 Project name and Contract number.
 - .2 Applicable 6-digit Contract Specification number describing the item.
 - .3 Location (unit, level, room number, etc.).
 - .4 Name of equipment or Product.
 - .5 Name of Trade Contractor, Subtrade or supplier.
 - .6 Signature of Trade Contractor certifying that Shop drawing is in conformance with Contract Documents.
 - .7 On submissions subsequent to the first, the following additional identification:
 - .1 The revision number.
 - .2 Identification of the item(s) revised.
- 14.14 Dimensions and designations of elements shall be shown in the same system of measurement used on the applicable Contract Drawings.
- 14.15 Construction Manager reserves the right to refuse acceptance of drawing submissions not meeting the above requirements.
- 14.16 Consultants review will be for conformity to the design concept and for general arrangement only and such review shall not relieve the Trade Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the shop drawings has been approved in writing by the Consultant.
- 14.17 Submittal review process:
- .1 Shop Drawings shall be in accordance with Conditions of Contract. Fabrication of components shall not commence until formally returned by Construction Manager either A or B stamped on each Shop Drawings. In addition, any drawing comment given prior to testing is given subject to receipt of positive test results. The following responses will be used when returning Shop Drawings to Trade Contractor:
 - .1 Drawing stamped Status A - Fabrication, manufacture or construction may proceed in accordance with submitted drawings.

- .2 Drawing stamped Status B - Fabrication, manufacture or construction may proceed in accordance with submitted drawings subject to Trade Contractor taking necessary action based on the Consultant's and Construction Manager's comments and all annotations added to the returned drawings. Unless indicated to the contrary on such drawings, the work shall comply with the Contract Documents. Resubmission of the drawings to the Consultant and Construction Manager is required until Status A is achieved.
 - .3 Drawings stamped Status C - No work shown on the drawings shall be fabricated, manufactured or constructed. The drawings are not in accordance with the Contract Documents, are incorrect, or information is largely incomplete. Resubmission of the drawings to the Consultant and Construction Manager is required until Status A is achieved.
-
- .2 Consultant's and Construction Manager's final comment on the Shop Drawings (Status A) shall be conditional upon receipt of all documentation, certification, acceptances in respect of anchorages, fire stop assemblies, samples, mock-ups and test reports, etc. as defined in the Specification.
 - .3 Advise the Trade Contractor that the receipt of Shop Drawings by the Trade Contractor from the Construction Manager marked A or B shall not constitute agreement of a Contract variation.
 - .4 When preparing the Shop Drawings, ensure Trade Contractor consults the current Contract Documents, adjusting the Shop Drawings to allow for any changes to Site tolerances and discrepancies where applicable.
- 14.18 Trade Contractor shall make any changes in shop drawings which the Consultant may require consistent with the Contract Documents and re-submit unless otherwise directed. When re-submitting the shop drawings, the Trade Contractor shall notify the Consultant in writing of any revisions other than those requested.
- 14.19 File one copy of each submitted shop drawing at the Site.
- 15 **SERVICE LIFE COMPONENTS**
- 15.1 Confirm design and service life; defining as a minimum the following:
- .1 Confirm component service life requirements clearly and concisely.
 - .2 Warranty requirements.
 - .3 Differentiate service life of primary and secondary components.
 - .4 Secondary components shall be capable of replacement without compromising structural or weatherproof integrity.
 - .5 Secondary components shall be capable of replacement without major progressive dismantling of adjacent elements.

- .6 Materials shall be used solely for the purpose intended by the manufacturer.

16 **CERTIFICATES**

- 16.1 Submit certificates that are required by authorities having jurisdiction or that are requested in the specification sections.
- 16.2 Clearly show on each certification the name and location of the Work, name and address of Trade Contractor, quantity and date of shipment and delivery and name of certifying company.
- 16.3 Certificates shall verify that Products and/or methods meet the specified requirements and shall include test reports of acceptable testing laboratories to validate certificates.
- 16.4 Submit certificates in duplicate and signed by an authorized representative of the certifying company.

17 **EXTENDED WARRANTIES**

- 17.1 Submit extended warranties as requested in sections of the Specifications showing title and address of Contract, warranty commencement date and duration of warranty.
- 17.2 Extended warranties shall commence on termination of the standard warranty specified in the conditions of the contract and shall be an extension of these provisions. Clearly indicate what is being warranted and what remedial action is to be taken under the warranty. Ensure warranty bears the signature and seal of the Trade Contractor.
- 17.3 Submit each extended warranty on a form that is acceptable to the Owner and Construction Manager.

18 **REGULATORY REQUIREMENTS**

- 18.1 Provide Labour, Products, equipment, services, tools and Supervision to ensure that Work complies with minimum acceptable standards of materials and performance of Work in accordance with codes and standards referenced in the Specification.
- 18.2 Consider contract forms, codes, Specifications, standards, manuals, and installation and application instructions referred to in these specifications to be the latest published editions at the date of submission of the bid unless otherwise stated in the Specifications or otherwise required by the authorities having jurisdiction.

19 CODES

- 19.1 Reference is made to standards in the specifications to establish minimum acceptable standards of materials, products and workmanship. Ensure that materials, products and workmanship meet or exceed requirements of the reference standards specified.
- 19.2 In the event of conflict between documents specified herein, execute the Work in accordance with the most stringent requirements.

20 STANDARDS

- 20.1 Where a material is specified in conjunction with a referenced standard, do not supply the material or product if it does not meet the requirements of the standard. Supply another specified material or product, or an acceptable material or product of other approved manufacture which does meet the requirements of the standard, at no additional cost to the Owner.
- 20.2 Where no standard is referred to, provide materials, products and workmanship which meet requirements of the applicable standards of the Canadian Standards Association, Canadian General Standards Board, Ontario Provincial Standard Specifications (OPSS), Ontario Provincial Standard Drawings (OPSD) and the applicable building code. References to "Measurement for Payment" and "Basis of Payment" in OPSS standard documents are not applicable to this Contract.
- 20.3 If there is question as to whether a material, product or system is in conformance with applicable standards, the Construction Manager reserves the right to have such materials, products or systems tested to prove or disprove conformance. The cost for such testing will be paid by the Owner in the event of conformance with contract Documents or by the Trade Contractor in the event of non-conformance.
- 20.4 Where application, installation and workmanship standards are cited, it is intended that referenced standards form the basis for minimum requirements of the specified item and specifications supplement the standards unless specified otherwise.
- 20.5 Matters may be dealt with in part by these specifications which are also dealt with, under the same or similar headings in cited standard. It is not intended that these specifications take the place of the standards but supplement them, unless specified otherwise.
- 20.6 Where reference is made to manufacturer's directions, instructions or specifications they shall include full information on storing, handling, preparing, mixing, installing, erecting, applying, or other matters concerning the materials pertinent to their use and their relationship to materials with which they are incorporated.

21 **FIRE RATINGS**

- 21.1 Where a material, component or assembly is required to be fire rated, the fire rating shall be as determined or listed by one of the following testing authorities acceptable to the authorities having jurisdiction:
- .1 Underwriters' Laboratories of Canada.
 - .2 Underwriters' Laboratories Inc.
 - .3 Factory Mutual Laboratories.
 - .4 The National Research Council of Canada.
 - .5 The National Board of Fire Underwriters.
 - .6 Intertek Testing Services.
- 21.2 Where reference is made to only one testing authority an equivalent fire rating as determined or listed by another of the aforementioned testing authorities is acceptable if approved by authorities having jurisdiction. Obtain and submit such approval of authorities, in writing when requesting acceptance of a proposed equivalent rating or test design.

22 **QUALITY CONTROL**

- 22.1 Be responsible for inspection and testing as required by the Contract Documents, statutes, regulations, by-laws, standards or codes or any other jurisdictional authority. Give the Construction Manager and Consultant timely notice of the readiness for inspection, date and time for such inspection for attendance by the Construction Manager and Consultant.
- 22.2 Verify by certification that specified products meet the requirements of reference standards specified in the applicable specification sections.
- 22.3 Conduct testing, balancing and adjusting of equipment and systems specified in applicable mechanical and electrical specifications sections by independent testing company.

23 **INSPECTION AND TESTING BY THE CONSTRUCTION MANAGER**

- 23.1 The Construction Manager may appoint an independent inspection and testing company to carry out inspection and testing of the Work for conformance to the Contract Documents. Such costs for inspection and testing will be paid through the Construction Manager. However, any additional inspection and testing due to non-conformance to the Contract Documents shall be at the Trade Contractor's expense.

23.2 Coordinate inspections and testing with inspection and testing company. Inspections and testing will be promptly made. Uncover for examination any Work covered up prior to inspection or without approval of the Construction Manager. Make good such Work at no cost to the Owner.

23.3 The Inspection and Testing Company may inspect and test Products during manufacture, fabrication, shop testing, installation, construction and testing phases of the Contract. The Consultant will ascertain the quantity and quality of testing to be performed. Inspection and testing may be performed at the place of manufacture/fabrication, storage, or at the Site as designated by the Consultant. Where inspection and testing is done either during manufacture, fabrication, or at Site, ensure that proper facilities and assistance are provided.

24 **INSPECTION AND TESTING**

24.1 Source and Field Quality Control specified in Other Sections:

.1 This Section includes requirements for performance of inspection and testing specified under Source Quality Control and Field Quality Control in other Sections of the specifications.

.2 Do not include in work of this Section responsibilities and procedures that relate solely to an inspection and testing company's functions that are specified in another Section which is paid through the Construction Manager. Such information is included in this Section for Trade Contractor's information only.

24.2 Do not limit responsibility for ensuring that products and execution of the work meet Contract requirements, and inspection and testing required to this end, to specified inspection and testing.

25 **QUALIFICATIONS OF INSPECTION AND TESTING COMPANIES**

25.1 Inspection and testing companies to be certified by the Standards Council of Canada (SCC) or Canadian Council of Independent Laboratories (CCIL).

25.2 Companies engaged for inspection and testing shall provide equipment, methods of recoding and evaluation, and knowledgeable personnel to conduct tests precisely as specified in reference standards.

25.3 If requested, submit affidavits and copies of certificates of calibration made by an accredited calibrator to verify that testing equipment was calibrated and its accuracy ensured within the previous twelve months.

26 **REFERENCE STANDARDS**

26.1 Perform inspection and testing in accordance with Standards quoted and as required by procedures described in specified reference standards that are applicable to the work being inspected and tested.

27 **RESPONSIBILITIES OF THE TRADE CONTRACTOR**

- 27.1 Be responsible for quality control methods and procedures to ensure performance of the work in accordance with the Contract Documents.

28 **RESPONSIBILITIES OF INSPECTION AND TESTING COMPANIES**

- 28.1 Determine from specifications and Drawings the extent of inspection and testing required for Work of the Contract. Trade Contractors shall notify Construction Manager of any omissions or discrepancies in the work inspected and/or tested.
- 28.2 Perform applicable inspection and testing described in the Specifications and as may be additionally directed.
- 28.3 Provide competent inspection and testing personnel when notified by the Trade Contractor that applicable work is proceeding. Inspection personnel shall cooperate with the Consultant, Construction Manager and Trade Contractor to expedite the Work.
- 28.4 Trade Contractors shall notify the Consultant and Construction Manager of deficiencies and irregularities in the Work immediately when they are observed in the course of inspection and testing.
- 28.5 Inspection and testing companies shall not perform or supervise any of the Trade Contractor's work, and shall not authorize:
- .1 Performance of work that is not in strict accordance with the Contract Documents.
- .2 Approval or acceptance of any part of the Work.

29 **INSPECTION AND TESTING PROCEDURES**

- 29.1 Perform specified inspection and testing only in accordance with specified reference standards, or as otherwise approved.
- 29.2 Observe and report on compliance of the Work to requirements of Contract Documents.
- 29.3 Ensure that inspectors are on site or at fabricator's operations for full duration of critical operations, and as otherwise required to determine that the Work is being performed in accordance with the contract Documents.
- 29.4 Identify samples and sources of materials.
- 29.5 Review and report on progress of the work. Report on count of units fabricated and inspected at fabricator's operations.

29.6 Observe and report on conditions of significance to work in progress at time of inspection or at fabricator's operations. Include where applicable and if critical to the work in progress:

- .1 Time and date of inspection.
- .2 Temperature of air, materials, and adjacent surfaces.
- .3 Humidity of air, and moisture content of materials and adjacent materials.
- .4 Presence of sunlight, wind, rain, snow and other weather conditions.

29.7 Include in reports all information critical to inspection and testing.

29.8 Ensure that only materials from the work and intended for use therein are tested.

29.9 Determine locations for work to be tested.

30 MOCK UPS

30.1 Where required by Contract Documents construct mock-ups of work on Site, in size and at location directed by Consultant.

30.2 Construct mock-ups prior to start of affected work. Allow sufficient time for Consultant's review. Work affected by mock-ups may not commence prior to acceptance of mock-ups.

30.3 Construct mock-ups to include all related specified materials and workmanship. Make revisions as directed by Consultant, in accordance with the intent of the Contract Documents, until mock-ups are acceptable.

30.4 Mock-ups, reviewed and accepted by Consultant, shall become the standard of quality against which installed work will be measured.

30.5 Mock-ups, by prior arrangement, may be incorporated into finished work if approved by Consultant.

31 DEFECTS

31.1 Defective products, materials and workmanship found at any time prior to Contract Completion will be rejected regardless of previous inspections, testing, and reviews of the Work. Inspections, testing, and reviews shall not relieve the Trade Contractor from their responsibility, but are a precaution against oversight or error. Remove and replace defective and rejected products, materials, systems, and workmanship. Be responsible for delays and expenses caused by rejection.

32 **SPECIFIED PRODUCTS**

32.1 Work of this Contract is based on Products specified by:

- .1 Manufacturer's catalogued trade names and/or;
- .2 References to standards (i.e. CAN, CGSB, CSA, ASTM) or;
- .3 Prescriptive Specifications or;
- .4 Performance Specifications.

32.2 When one or more manufacturer's trade name is specified for a Product, any one of the specified Products will be acceptable. Products by other manufacturers are subject to the Construction Manager's acceptance as an equivalent substitution in accordance with the specified requirements of substitutions.

32.3 When more than one manufacturer's catalogued trade name Product is specified along with a referenced standard, any one of the specified Products will be acceptable on condition the Product complies with the referenced standard.

32.4 When a Product is specified by reference to a standard only, the Trade Contractor may select any Product that meets or exceeds the specified standard for the intended purpose. The onus shall be on the Trade Contractor to establish that such Products meet the reference standard requirements. Products exceeding minimum requirements established by reference standards will be accepted for the Work if such Products are compatible with the Work with which they are incorporated.

32.5 When a Product is specified by prescriptive or performance Specification, any Product meeting or exceeding the Specification will be accepted.

32.6 When a Product is specified by reference to a standard or by prescriptive or performance Specification, upon request of the Construction Manager, obtain from the manufacturer, an independent testing laboratory report showing that the Product meets or exceeds the specified requirements.

32.7 Unless otherwise indicated in the Specifications, maintain uniformity of manufacture for any particular or like item throughout the Work.

33 **SUBSTITUTIONS**

33.1 Requests for substitutions will not be accepted prior to the Notification of Award. Substitutions will be considered by the Construction Manager provided that:

- .1 The proposed substitutions have been investigated and complete data are submitted in accordance with the Specifications.

- .2 Data relating to changes in the Contract Schedule, if any, and relation to other Work have been submitted.
- .3 Same warranty is given for the substitution as for the original Product specified.
- .4 All claims are waived for additional costs related to the substitution which may subsequently arise.
- .5 Installation of the accepted substitution is co-ordinated into the Work and that full responsibility is assumed when substitutions affect other work. Make any necessary changes required to complete the Work. Revisions to the drawings for incorporation of the substitutions shall be made by the Construction Manager and all costs associated with the revisions shall be borne by the Trade Contractor.

33.2 Substitutions to methods or process described in the Specifications or drawings, may be proposed for the consideration of the Construction Manager. Ensure that such substitutions are in accordance with the following requirements:

- .1 Time spent by the Construction Manager and Consultant in evaluating the substitution shall not be the basis for a claim by the Trade Contractor for extensions to the Contract Time.
- .2 Clearly indicate how the proposed substitutions would be advantageous to the Owner or in the opinion of the Trade Contractor would improve the operation of the installation.
- .3 Be responsible for substitutions to methods or processes concerning such Work and ensure that the warranty covering all parts of the Work will not be affected.
- .4 The cost of all changes in the work of Other Trade Contractors, necessitated by the substituted methods or processes, if accepted, is borne by the Trade Contractor.
- .5 The substituted methods or processes fit into space allotted for the specified methods or processes. Revisions to the drawings for incorporation of the substitutions shall be made by the Consultant and all costs associated with the revisions shall be borne by the Trade Contractor.

33.3 Substitutions will not be considered if:

- .1 They are indicated or implied on shop drawings or Product data without formal request.
- .2 Acceptance will require substantial revision of the Specifications and Drawings.

33.4 Do not substitute Products or methods or processes into the Work unless such substitutions have been specifically approved for the Work by the Consultant.

- 33.5 Approved substituted Products shall be subject to the Construction Manager's and Consultant's inspection and testing procedures. Approved substituted Products shall only be installed after receipt of the Consultant's written approval.
- 33.6 The Contract Price will be adjusted accordingly to any and all credits arising from the substitutions mentioned above.

34 **APPROVAL OF PRODUCTS AND INSTALLATION METHODS**

- 34.1 Wherever in the Specifications it is specified that Products and installation methods shall meet approval of Authorities having Jurisdiction, underwriters, the Construction Manager, or others, such approval shall be in writing.

35 **AVAILABILITY**

- 35.1 If delays in supply of Products are foreseeable, notify the Construction Manager of such, in order that remedial action may be authorized in ample time to prevent delay in performance of Work.
- 35.2 In the event of failure to notify the Construction Manager at commencement of Work and should it subsequently appear that Work may be delayed for such reason, the Construction Manager reserves the right to direct the Trade Contractor to take the following measures at no increase in Contract Price:
- .1 Substitute more readily available Products of similar or better quality and character, or
 - .2 Temporarily install another Product until such time as the specified Product becomes available, at which time the temporarily installed product shall be removed and the specified Product installed.

36 **TRADEMARKS AND LABELS**

- 36.1 Permanent labels, trademarks and nameplates on Products are not acceptable in the finished Work, except where required by authorities having jurisdiction, for operating instructions, or when located in service rooms.
- 36.2 Remove trademarks and labels by grinding, if necessary, painting out where the particular surface is being painted, or if on plated parts, replace with new plain plated or non-ferrous metal parts.

37 DELIVERY, STORAGE, HANDLING AND PROTECTION

- 37.1 Be responsible for handling and delivery of Products. Protect Products from damage during handling, storage and installation. Deliver store and handle items in accordance with manufacturer's instructions and as specified. Be responsible for all costs of delivery, loading and off-loading, and for transportation back to its origin for correction, if required, due to damage or defect. Reject materials and Products delivered to the Site which are damaged.
- 37.2 Manufacture, pack, ship, deliver, and handle Products so that no damage occurs to structural qualities and finish appearance, nor in any other way which is detrimental to their function and appearance.
- 37.3 Ensure that Products, while transported, are not exposed to an environment which would increase their moisture content beyond the maximum specified.
- 37.4 Organize delivery of materials, Products and equipment to, and removal of debris and equipment from, the site and surrounding property.
- 37.5 Schedule early delivery of Products to enable Work to be executed without delay. Before delivery, arrange for receiving at the Place of the Work.
- 37.6 Coordinate mechanical and electrical equipment and apparatus deliveries with the manufacturer's and suppliers such that equipment and apparatus is delivered to the site when it is required, or so that it can be stored within the building and protected from the elements.
- 37.7 Shop assemble work for delivery to Site in size easily handled and to ensure passage through building openings.
- 37.8 Deliver packaged Products, in original unopened wrapping or containers, with manufacturer's seals and labels intact.
- 37.9 Label packaged products to describe contents, quantity, and other information as specified.
- 37.10 Labels attesting that materials conform to specified reference standards will be acceptable as verification that contents meet specified requirements. In the absence of labels, submit affidavits to validate conformance of Product to reference standards, as requested by the Construction Manager.
- 37.11 Label fire-rated Products to indicate Underwriters' Laboratories of Canada approval.
- 37.12 Handle and store materials and products in such a manner that no damage is caused to the materials and products, the Work, the Site and surrounding property.

- 37.13 Allocate an area within the limits of the Work acceptable to the Owner for storage of Products brought to the Site. Keep storage area tidy at all times and do not use other parts of the property for storage. Arrange and pay for off-site storage when required.
- 37.14 Locate products on Site in a manner to cause minimal interference with the Work.
- 37.15 Store Products off the ground, in a manner to prevent damage, adulteration, deterioration and soiling to the Products, other building components, assemblies, other products, the structure, the Site and surrounding property, and in accordance with manufacturer's instructions when applicable.
- 37.16 Store packaged or bundled Products in original and undamaged condition complete with written application instructions. Keep manufacturer's seals and labels intact. Do not remove from packaging or bundling until required in the Work.
- 37.17 Store Products subject to damage from weather in weatherproof enclosures.
- 37.18 Store and handle flammable liquids and other hazardous materials in approved safety containers and as otherwise prescribed by safety authorities. Store no flammable liquids or other hazardous material in bulk within the Work.
- 37.19 Make good or replace damaged materials to the satisfaction of the Construction Manager.
- 37.20 Hazardous Materials Information:
- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of Material Safety Data Sheets (MSDS) in accordance with jurisdictional authorities.
 - .2 Deliver copies of Material Safety Data Sheets (MSDS) to the Construction Manager on all Products intended for use in the Work and designated as a "controlled product."
- 38 **MANUFACTURER'S INSTRUCTIONS**
- 38.1 Unless otherwise indicated in the Specifications, fabricate, install, apply, connect, install, erect, use, clean, and condition Products in accordance with manufacturer's instructions except where more stringent requirements are specified. Do not rely on labels or enclosures provided with Products. Obtain written instructions directly from manufacturers.
- 38.2 Notify the Construction Manager in writing, of conflicts between the Specifications and manufacturer's instructions, so that the Construction Manager may establish the course of action. If requested, make a copy of those instructions available at the Site.

- 38.3 In cases of improper installation or erection of Products, due to failure in complying with these requirements, the Construction Manager may direct removal and re-installation at no increase in Contract Price.

39 **WORKMANSHIP**

- 39.1 Workmanship shall be the best quality, executed by workers experienced and skilled in the respective duties for which they are employed. Immediately notify the Construction Manager if required Work is such as to make it impractical to produce required results.
- 39.2 Do not employ any unfit person or anyone unskilled in their required duties. The Construction Manager reserves the right to require the dismissal from the Place of the Work, workers deemed incompetent, careless, insubordinate or otherwise objectionable.
- 39.3 Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Construction Manager, whose decision is final.
- 39.4 Give particular attention to finished dimensions and elevations of the Work. Make finished Work fit indicated spaces accurately. Make finished Work flush, plumb, true to lines and levels and accurate in all respects.
- 39.5 Ensure that integrity of fire separations is maintained where they are penetrated.
- 39.6 Keep surfaces, on which finished materials will be applied, free from grease, oil, and other contamination which would be detrimental in any way to the application of finish materials.
- 39.7 Enforce fire prevention methods at Site. Do not permit fires, open flame heating devices or accumulation of debris. Use flammable materials only if all safety precautions are taken. Provide and maintain in working order ULC labelled fire extinguishers of types suitable for fire hazard in each case, and locate them in prominent location and to approval of jurisdictional authorities.
- 39.8 Where flammable materials are being applied, ensure that adequate ventilation is provided, spark-proof equipment is used, and smoking and open flames are prohibited.

40 **DIMENSIONS**

- 40.1 Check all dimensions at the Site before fabrication and installation commences and report discrepancies to the Construction Manager.
- 40.2 Where dimensions are not available before fabrication commences, ensure that dimensions required are agreed upon between the parties concerned.
- 40.3 Prior to commencing work, ensure that clearances required by jurisdictional authorities can be maintained

- 40.4 Wall thicknesses and openings shown on the drawings may be nominal only; ascertain actual sizes at the Site.
- 40.5 Verify dimensions of shop fabricated portions of the Work at the Site before shop drawings and fabrications are commenced. The Owner will not accept claims for extra expense by reason of non-compliance with this requirement.
- 40.6 Fabricate and erect manufactured items, shop fabricated items, and items fabricated on or off site, to suit site dimensions and site conditions.
- 40.7 In areas where equipment is to be installed, check dimensional data on equipment to ensure that area and equipment dimensions are compatible with necessary access and clearance provided. Ensure that equipment supplied is dimensionally suitable for space provided.
- 40.8 Leave areas clear where space is indicated to be reserved for future equipment, including access to such future equipment.
- 40.9 Whether shown on the Drawings or not, leave adequate space and provision for servicing of equipment and removal and reinstallation of replaceable items such as motors, coils and tubes.
- 41 **TOLERANCES FOR INSTALLATION OF WORK**
- 41.1 Unless specifically indicated otherwise, Work shall be installed plumb, level, square and straight.
- 41.2 Allowable tolerances shall not be cumulative.
- 41.3 Alternative tolerances to those specified herein may be permitted at Consultant's discretion, provided they are agreed in advance of the manufacture of components
- 41.4 Unless acceptable tolerances are otherwise specified in specification sections or are otherwise required for proper functioning of equipment, site services, and mechanical and electrical systems; the tolerances specified herein shall be considered the minimum requirements to be achieved.
- 41.5 Tolerances for component assembly:
- .1 Level of horizontal members: ± 1 mm from datum in 1500 mm non-cumulative.
 - .2 Plumb of vertical members: ± 1 mm to the vertical in any 1500 mm, non-cumulative.
 - .3 Squareness: Any diagonal length across the panel shall not deviate by more than the lesser of ± 3 mm or $\pm 0.075\%$ of design dimension.

- .4 Bow: The centre section of the element shall not bow by more than the lesser of 3mm or 0.075% of the length of the element measured from a straight line between the ends of the element.
- .5 Straightness: Any surface or edge shall not deviate by more than 1.5 mm from a 2 m straightedge placed against it in a direction parallel to the long axis of the element.
- .6 Flatness: Any surface shall not deviate by more than 1.5 mm from a 2 m straightedge placed against it in any direction.
- .7 Twist: No section of the element may be twisted by more than 1° from the section at either end of the element.

41.6 Installation tolerances:

- .1 Level: Set out following horizontal bands, each corner of the panel shall be placed to within 2 mm of design dimension to the corresponding Horizontal Location Reference Plane. Further, bottom edge of each cladding panel, based on mean level of the respective bottom corners, shall be placed to within ± 1 mm of the design dimensions from the corresponding Location Reference Plane. Unless otherwise stated, Location Reference Plane shall be defined as horizontal plane through mean level of tops of primary edge beam elements or slab edge to which each horizontal cladding panel band is placed/suspended.
- .2 Plumbness: Each panels reference face (exterior face for external cladding, visible face for single side exposure panels) shall be installed such that the respective offset distances of the top and bottom edges of the panel to an adjacent true vertical line (plumbline) do not differ by more than 2 mm or 0.1% of the height of the panel, whichever is less.
- .3 Panel Plan Alignment: Panels shall be installed such that distances of respective corners of reference face to cladding Location Reference Plane are within 3 mm of Design Dimension and do not differ from each other by more than 2 mm. This applies both to top and bottom edges of each panel. Unless otherwise stated, Vertical Location Reference Plane shall be defined as mean plane of the edges of primary edge beams or slab edges corresponding to top and bottom widths of each cladding panel.
- .4 Transom Alignment: Misalignment between the edge of a cladding panel and its supporting transom shall not exceed 1 mm.
- .5 Joints: Where adjacent elements are designed to have edges, lines or surfaces which line through their common joint, maximum allowed step across joint is lesser of ± 2 mm or $\pm 10\%$ of the joint width in any direction.

- .6 Work to be erected plumb and in proper alignment and relation to established lines and grades as indicated on the Shop Drawings. Erected system to present true and accurate lines and flat planes. Deviations from lines, planes and verticality to be limited to long wave formations of minimum wave length of 20 m length with a rate of exchange not exceeding 1:1000 and maximum amplitude of 3 mm. Measured from an optical or laser reference line.
 - .7 All tolerances stated to be measured and monitored at a mean temperature to be agreed with Consultant and Construction Manager. Before work begins on-Site, proposed method of dimensional setting-out and cross-checking with adjacent trades and elements, to satisfy accuracy requirements, shall be submitted to the Consultant and Construction Manager. Checking of any setting-out or of any line or level by Consultant and Construction Manager, shall not in any way relieve Trade Contractor of their responsibility for correctness thereof.
- 41.7 Site erection tolerances:
- .1 Horizontal Plan Position: For any element at any level whose position is defined in relation to a primary reference grid, the maximum allowed deviation from the Design Dimension to that reference grid is ± 2 mm.
 - .2 Where a series of elements are arranged in an array of two or more, maximum allowed deviation of the horizontal distance between any two adjacent elements is ± 2 mm from the corresponding Design Dimension.
 - .3 Verticality: For any element connecting two or more reference levels, maximum allowed deviation of the relative plan position in any direction of that element at any two successive levels is ± 2 mm from corresponding Design Dimension.
 - .4 Planarity: Any element or group of elements whose position is defined from a reference plane shall not deviate from the Design Dimension of reference plane by more than ± 2 mm measuring perpendicular to defined plane.
- 42 **EXPANSION, CONTRACTION, AND DEFLECTION**
- 42.1 Conform to manufacturer's recommended installation temperatures. If items, components, assemblies, systems, and finishes are installed at temperatures different from operation or service temperatures, make provisions for expansion and contraction in service as acceptable to manufacturer and Construction Manager. Repair all resulting damage should expansion provisions provide inadequate.
 - 42.2 Make provisions for expansion and contraction due to temperature changes within components, Products and assemblies, and between adjacent components, Products and assemblies, and due to building movements including but not limited to creep, column shortening, deflection, sway and twist. Ensure provisions for expansion, contraction and building movements prevent damages from occurring to and within components, Products and assemblies.

42.3 Make adequate allowance at wall and partition heads for deflection of the structure above. Determine requirements from Construction Manager where additional information is required. Where partitions butt to underside of floor assembly, or structural framing, the clearance shall be based on the span of the members supporting the floor or structural framing. In making such allowance use methods which maintain the integrity of the wall or partition as a sound, and/or fire barrier.

42.4 Make provisions in pipes, plenums, ducts and vessels containing air and fluids as is necessary to prevent damage due to fluid and air induced pressure, surges and vibrations, to pipes, plenums, ducts and vessels and to adjacent components, assemblies and construction to which pipes, ducts, plenums and vessels are attached or pass through.

43 **DIELECTRIC SEPARATION**

43.1 Ensure that a dielectric separator is provided in a permanent manner over entire contact surfaces to prevent electrolytic action (galvanic corrosion) between dissimilar materials. Similarly, prevent corrosion to aluminum in contact with alkaline materials such as contained in cementitious materials.

44 **FASTENINGS**

44.1 Include in the work of each section necessary fastenings, anchors, inserts, attachment accessories, and adhesives. Where installation of devices is in work or other sections, deliver and locate devices in ample time for installation.

44.2 Do not install fibre, plastic or wood plugs or blocking for fastenings in masonry, concrete, or metal construction, unless specified or indicated on drawings.

44.3 Install work with fastenings or adhesives in sufficient quantity to ensure permanent secure anchorage of materials, construction, components and equipment under static conditions, and to resist building thermal movement, creep and vibration.

44.4 Provide metal fastenings and accessories in same material, texture, colour, sheen and finish as metal on which they occur, unless indicated otherwise.

44.5 Prevent electrolytic action between dissimilar metals and materials.

44.6 Use non-corrosive hot dip galvanized steel fasteners and anchors for securing exterior Work, and where attached to, or contained within, exterior walls and slabs, unless stainless steel or other material is specified. Leave steel anchors bare where cast in concrete.

44.7 Space anchors within their load limit or shear capacity and ensure they provide positive permanent anchorage. Wood, or any other organic material plugs are not acceptable.

44.8 Conceal fasteners where indicated. Keep exposed fastenings to a minimum, space evenly and in an organized symmetrical pattern.

44.9 Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable.

45 **ADJUSTING**

45.1 Ensure that all components of assemblies fit snugly, accurately and in true planes, and that moving parts operate positively and freely, without binding and scraping.

45.2 Verify that work functions properly and adjust it accordingly to ensure satisfactory operation. Lubricate Products as recommended by manufacturer.

46 **LAYOUT AND SURVEY**

46.1 Existing grades, lines, and site conditions shown on drawings were taken from survey information established by persons engaged directly by the Owner. The accuracy of survey information is not the Construction Manager's responsibility. The Owner will establish location of property lines.

46.2 Be responsible for setting out the Work. Prior to setting out the Work, verify dimensions and elevations shown on the Contract Documents and report to the Construction Manager any unsatisfactory conditions that may adversely affect the proper completion of the Work.

46.3 Set up and maintain permanent reference points and be responsible for the accuracy of such reference points. Establish lines and levels required for the performance of the Work.

46.4 Accurately set out the Work from levels and lines. Where Work of this Contract is dependent upon grades and elevations of existing structures or facilities, such grades or elevations shall take precedence over those determined by reference to established elevations. Advise the Construction Manager of any discrepancies.

46.5 During any activity of the Work, layout and check all features, including but not limited to the following:

.1 Establish and maintain temporary bench marks set required to perform the Work.

.2 Provide general dimensions, lines and elevations required to perform the Work.

46.6 Examine, preserve and protect established bench marks. Re-established a lost or displaced bench mark by a Land Surveyor licensed to practice in the place of Work at no cost to the Owner. Accept responsibility for setting out the Work.

46.7 In the event of a discrepancy between the Owner and the Trade Contractor regarding horizontal and/or vertical alignment conditions, that are beyond allowable specified tolerance, the Owner may engage the services of an independent Land Surveyor. The surveyor shall investigate the disputed condition and the results of the independent investigation shall determine the bearer of costs for this service, being either the Owner or the Trade Contractor.

46.8 If the Trade Contractor is found to be in error, all costs incurred to correct the condition shall be assumed by the Trade Contractor.

47 **GARBAGE DISPOSAL AND CLEANUP**

47.1 Provide waste containers for the disposal of all waste materials resulting from performance of their work.

47.2 No hazardous or contaminated waste material shall be placed in owner's or Construction Manager's waste containers and Trade Contractors shall make their own arrangements for the disposal off site of any such material resulting from performance of their work.

47.3 Remove all regular waste material and debris from their work areas and deposit in the waste containers at the end of each working day. Any clean up work not performed as requested will be carried out by the Construction Manager with all resultant costs being charged to the Trade Contractor.

48 **CLEANING**

48.1 Ensure that splatters, droppings, soil, labels, and debris are removed from surfaces to receive finishes, before they set up. Leave work and adjacent finished work in new condition.

48.2 Maintain premises "broom clean" during progress of the work.

48.3 Do not allow waste material and debris to accumulate in an unsightly or hazardous manner. Provide containers in which to collect waste material and debris.

48.4 Use cleaning materials recommended for the purpose by both the manufacturer of Products forming surfaces to be cleaned and cleaning material.

48.5 Conduct cleaning operation in compliance with the occupational health and safety regulations, with local ordinances and anti-pollution laws.

48.6 Remove grease, dust, dirt, stains, labels, fingerprints, oxidization, excess adhesive and other contaminants from interior and exterior surfaces including glass, plastic laminate, plastic and other Products. Clean lighting components including lighting reflectors, lenses and other lighting surfaces.

-
- 48.7 When the Work is substantially performed, remove surplus Products, tools, construction machinery and equipment not required for the performance of the remaining Work.
- 48.8 Leave Work in a broom clean condition before the inspection process commences.
- 48.9 Broom clean and wash exterior walks, steps and surfaces.
- 48.10 Rake clean exterior grassed areas and planting beds.
- 48.11 Remove dust, dirt and other foreign materials from exposed surfaces.
- 48.12 Vacuum clean and dust building interiors, including grilles, louvres and screens.
- 48.13 Remove stains, spots, marks and dirt from decorative Work, electrical and mechanical fixtures, floors and walls.
- 49 **DEMONSTRATION AND INSPECTION OF PRODUCTS AND SYSTEMS**
- 49.1 Arrange for a demonstration of systems and operating Products upon the 100% completion of their installation and prior to certification for Substantial Performance.
- 49.2 Include in the arrangements for the attendance of the Construction Manager, Owner, jurisdictional authorities, and personnel assigned by the Owner for the operation of the systems and/or Products.
- 49.3 Demonstrations shall be conducted by the Subtrade responsible for the installation of the systems and/or Product, assisted by representatives of the manufacturer or supplier. All personnel conducting the demonstration shall be completely knowledgeable of all conditions of the operating, functioning and maintenance of the systems and/or Products.
- 49.4 Owner's representative will acknowledge the successful completion of each demonstration on a form provided by the Trade Contractor. The form shall be agreed to by the Owner, Construction Manager and Trade Contractor prior to demonstration and testing.
- 49.5 Submit copies of letters from manufacturers of Systems and/or Products before making application for certificate of Substantial Performance to verify that the Products has been installed and connected correctly, and that it is operating in a satisfactory manner. The certification shall be based upon inspection and testing of the Products by competent technical personnel. Include in letter of certification the names of personnel conducting the testing and inspection, the methods of inspection utilized, and the location in the building of the Products certified.
- 49.6 Following submission of letters of certification and their acceptance by the Owner, the owner shall have the right to use the Products on a trial basis and for instructing their personnel in its use.

50 FINAL INSPECTIONS AND CLOSE OUT

- 50.1 Submit proposed closeout procedures and schedule of inspection to Construction Manager for approval before final demonstrations and inspections commence.
- 50.2 Arrange for, conduct and document final demonstrations, inspections, close-out and take-over at completion of the Work to the satisfaction of the Construction Manager.

51 OPERATION AND MAINTENANCE MANUALS

- 51.1 Hand over to the Construction Manager four (4) copies of a comprehensive operations and maintenance manual and material suitable for the Owner's maintenance employees. Manuals shall cover all Products supplied and installed under the Contract.
- 51.2 Submit draft of the operation and maintenance manuals for the Construction Manager's review at least 15 days before testing systems and equipment. Incorporate alterations and additions, as found to be necessary during testing, and prepare the final version of the manual from the corrected draft.
- 51.3 Submit final version of operation and maintenance manuals prior to Contract Completion.
- 51.4 Testing of systems and equipment will not be deemed to be complete until the requisite number of copies of the final version of the manuals has been handed over to the Construction Manager.
- 51.5 If standard literature is incorporated into the operations and maintenance manual, any irrelevant information shall be deleted, or suitably noted.
- 51.6 The manuals shall have sufficient detail in order that the Owner can totally maintain the equipment without outside help.
- 51.7 Submit all material in English.
- 51.8 Format:
 - .1 Organize data in the form of an instructional manual.
 - .2 Binders: Commercial quality, 219 x 279 mm, maximum "D" ring size.
 - .3 When multiple binders are used, correlate data into related consistent groupings.
 - .4 Cover: Identify each binder with type or printed title "Contract Record Documents"; list title of Contract, identify subject matter of contents.
 - .5 Arrange content by systems or process flow, under Section numbers and sequence of Table of Contents.

- .6 Provide tabbed fly leaf for each separate Product and system, with typed description of Product and major component parts of equipment.
 - .7 Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
 - .8 Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- 51.9 Contents:
- .1 Operation and maintenance manuals shall contain the following minimum information and data:
 - .1 Table of contents: Provide title of Contract; names, addresses, and telephone numbers of Construction Managers and Trade Contractor with name of responsible parties; schedule of Products and systems, indexed to content of the volume.
 - .2 For each Product or system: List names, addresses and telephone numbers of Subtrades, suppliers and serviced representatives, including local source of replacement supplies and parts including telephone numbers.
 - .3 Warranties: Warranties are between the Trade Contractor and Owner. Warranties shall include, as a minimum:
 - .1 Description of warranty coverage.
 - .2 Date warranty starts (being date of Contract Completion).
 - .3 Date warranty expires.
 - .4 Contact name, address and phone number (the Trade Contractor shall also be responsible for advising the Owner of changes in contact information during the warranty period).
 - .5 Equipment and components performance curves.
 - .6 Hydro certificates.
 - .4 Reports: For each Product or system provide the following:
 - .1 Manufacturer's certified reports .
 - .2 Factory test reports.
 - .3 Field testing reports.
 - .5 Details of design, construction and/or fabrication features, component function and maintenance requirements, to permit effective start-up, operation, maintenance, repair, modification, extension and expansion of any portion or feature of the installation.
 - .6 Technical data, Product data, supplemented by bulletins, component illustrations, detailed views, technical descriptions of items and parts lists.
 - .7 Schematics, interconnection lists: Manuals shall be complete with schematic and wiring diagrams, wiring interconnection lists and diagrams fully cross referenced and coordinated, printed circuit board layouts including the component identification, component parts list with electronic substitution equivalent. Provide cross referenced components lists and sequence of operations.
 - .8 Trouble shooting and fault location guide: Instructions to facilitate quick return of malfunctioning equipment to operation.

- .9 Routine servicing and preventative maintenance schedule for Products and/or estimated hours required for routine servicing and preventative maintenance tasks.
- .10 List of recommended spare parts and recommended quantity of each item to be stocked based on spare part availability and re-order time.
- .11 Complete set of reviewed shop drawings.
- .12 Product data: Mark each sheet to clearly identify specific Products and component parts, and data applicable to installation; delete inapplicable information.
- .13 Drawings: Supplement Product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams and as required in the Specifications.
- .14 Typed text: As required to supplement Product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions and as required in the Specification.

51.10 Drawings

- .1 Prepare all required drawings on CAD, using AutoCAD Version 2002 or higher.
- .2 Prepare CAD drawings to meet the requirements of the Owners or Construction Manager's CAD Standards and Procedures.
- .3 Supply and hand over to the Construction Manager, one original photographic reproduction, for each final drawing prepared under this Contract, including but not limited to circuit drawings, equipment layout drawings, and shop drawings.
- .4 The final size of drawings shall be 560 mm x 860 mm. Half size reproductions (280 mm x 430 mm) shall also be provided.
- .5 Prior to Contract Completion, supply and hand over to the Construction Manager, one complete set of CAD Drawing Files in Autocad format for each final drawing prepared under this Contract, including but not limited to circuit drawings, equipment layout drawings, and shop drawings.

52 PROGRESS RECORDS

- 52.1 Maintain on site, permanent written records of daily progress of the Work. Records shall be open to review by Consultant and Owner at all times.
- 52.2 Records shall show dates of commencement, progress and completion of various trades and items of work. Particulars pertaining to number of employees of various trades and type and quantity of equipment employed daily, temperature, protection methods and other such data shall be noted.

53 **RECORD DRAWINGS**

- 53.1 Authorized deviations from drawings shall be marked in red accurately on one set of drawing prints in a neat, legibly printed manner and shall be dated. Prior to final inspection, neatly transfer the recorded information to a second set of drawing prints of the most recent revision to the drawings and submit both sets to the Construction Manager.
- 53.2 Maintain record drawings up to date as Work progresses. Status of maintained record drawings may be considered as a condition for validation of applications for payment.
- 53.3 Identify each record drawing as "Contract Record Copy" and maintain the record drawings in good condition. Make record drawings available to the Construction Manager at all times.
- 53.4 Record drawings shall include accurate dimensioned record of deviations and changes in Work from drawings.
- 53.5 Record drawings shall be signed and dated by Trade Contractor.
- 53.6 Submit record drawing to Construction Manager for review and make corrections as directed by Construction Manager.
- 53.7 Record accurately all deviations in the Work.
- 53.8 Accurately record locations of concealed structure, mechanical and electrical services and similar Work not clearly in view, the location of which is required for maintenance, alteration Work and future additions. Do not conceal such Work until the location has been recorded.
- 53.9 Accurately record locations of equipment bases, anchors, concrete pads and roof curbs, sleeves, piping, conduits, ducts, maintenance holes and valves, etc. located either below, outside or within structure.
- 53.10 Where piping, conduits and ducts are underground, underfloor, embedded in concrete or otherwise in unaccessible locations, accurately record with respect to structure column lines or walls and elevations with respect to finished floor levels or grades referenced to the centre line of components.
- 53.11 Accurately record any components which will be in inaccessible locations for Construction Manager's review before the component is covered, or buried, or made inaccessible.

END OF SECTION

1 General

1.1 **SECTION INCLUDES**

- .1 Design, labour, Products, tool, equipment and services necessary for Exterior Building Envelope System work in accordance with the Contract Documents.

1.2 **DESIGN ASSIST REQUIREMENTS**

- .1 Work of this Contract as indicated on drawings and specified herein (Contract Documents) shall utilize a design-assist process. The design-assist process is understood to mean a collaboration between Consultant, Owner, and EBES contractor to develop a final design and Contract Documents for the EBES work that satisfies the requirements of the Owner.
- .2 Contract Documents are an framework of architectural and engineering design intent, criteria, and performance requirements for a custom EBES system and shall not be construed as engineering design. Requirements specified or indicated in Contract Documents are intended to establish basic aspects of the EBES design, dimensions of module, sight lines and profiles of members.
- .3 Contract Documents do not indicate or describe total work required for completion of work and may not cover some conditions which may be required for a complete EBES.
- .4 Structural and operational design requires certification by a Professional Engineer licensed to practice in the Province of Ontario. Ensure licensed Professional Engineer becomes the engineer of record for this Work.
- .5 Contract Documents cover quality, performance, design intent including profiles, sizes, and shapes that are diagrammatic in nature, and general building standards for tying into work of adjacent building assemblies, which are to be coordinated and completed by the EBES contractor. Final design, quality, and performance of EBES is subject to the approval of Authorities having jurisdiction and Owner.

1.3 **REFERENCES**

- .1 AAMA 501, Methods of Test for Exterior Walls.
- .2 AAMA 501.2, Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems.
- .3 AAMA 609 & 610, Cleaning and Maintenance Guide for Architecturally Finished Aluminum.
- .4 AAMA 2603, Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels.

SECTION 08 44 50
EXTERIOR BUILDING ENVELOPE SYSTEM**The One, Toronto**
Project No. 14-222

Page 2

- .5 AAMA 2605, Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels - Series: Components, Coatings and Finishes.
- .6 AAMA CW-10, Care and Handling of Architectural Aluminum from Shop to Site.
- .7 AAMA CW-DG-1, Aluminum Curtain Wall Design Guide Manual.
- .8 ANSI H35.1M, Alloy and Temper Designation Systems for Aluminum (Metric).
- .9 ASTM A167, Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet and Strip.
- .10 ASTM A653/A653M, Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanealed) by the Hot-Dip Process.
- .11 ASTM B209M, Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- .12 ASTM B221M, Specification for Aluminum-Alloy Extruded Bars, Rods, Wires, Profiles and Tubes.
- .13 ASTM C568, Standard Specification for Limestone Dimension Stone.
- .14 ASTM C920, Specification for Elastomeric Joint Sealants.
- .15 ASTM C1048, Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass.
- .16 ASTM C1193, Standard Guide for Use of Joint Sealants.
- .17 ASTM D2240, Test Method for Rubber Property - Durometer Hardness.
- .18 ASTM E84, Standard Test Method for Surface Burning Characteristics of Building Materials.
- .19 ASTM E283, Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
- .20 ASTM E330, Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.
- .21 ASTM E331, Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls and Doors by Uniform Static Air Pressure Difference.
- .22 ASTM E783, Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors.

- .23 ASTM E1105, Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.
- .24 ASTM F738M, Specification for Stainless Steel Metric Bolts, Screws, and Studs.
- .25 CAN/CGSB 1.108-M, Bituminous Solvent Type Paint.
- .26 CAN/CGSB-12.1-M, Tempered or Laminated Safety Glass.
- .27 CAN/CGSB-12.3-M, Flat, Clear Float Glass.
- .28 CAN/CGSB-12.8, Insulating Glass Units.
- .29 CAN/CGSB-12.20-M, Structural Design of Glass for Buildings.
- .30 Canadian Sheet Steel Building Institute CSSBI 52M, Lightweight Steel Framing Binder.
- .31 CSA-G40.20/G40.21M, General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steels.
- .32 CSA S16, Design of Steel Structures.
- .33 CSA S136, North American Specification for the Design of Cold Formed Steel Structural Members.
- .34 CSA-S157-M, Strength Design in Aluminum.
- .35 CSA W59, Welded Steel Construction (Metal Arc Welding).
- .36 CAN/ULC S702, Thermal Insulation, Mineral Fibre, for Buildings.
- .37 CAN/ULC S705.1, Standard for Thermal Insulation - Spray Applied Rigid Polyurethane Foam, Medium Density - Material Third Edition.
- .38 Glass Association of North America (GANA) Glazing Manual.
- .39 NFRC 100, Procedure for Determining Fenestration Product U-factors.
- .40 NFRC 200, Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence.
- .41 ULC S135 (AMD1 R16), Standard Test Method for the Determination of Combustibility Parameters of Building Materials Using an Oxygen Consumption Calorimeter (Cone Calorimeter).

SECTION 08 44 50
EXTERIOR BUILDING ENVELOPE SYSTEM

The One, Toronto
Project No. 14-222

Page 4

1.4 DEFINITION(S)

- .1 Exterior Building Envelope System (EBES): Shall mean Unitized Curtain Wall, operable windows, glazing, steel framed glazing system, swing doors, revolving doors, air barrier, vapour retarder, load bearing metal studs, aluminum cladding systems, stone cladding system, glazed guards, wind screens, louvres, sun shading systems, metal canopy, soffit, and framing and components mentioned in Part 2 of this Specification Section.
- .2 Unitized Curtain Wall: Shall mean shop fabricated aluminum curtainwall and entrance system installed on site as preassembled units.

1.5 DESIGN REQUIREMENTS

- .1 Drawings and details are, in part, diagrammatic in nature and are not intended to identify nor address specified design criteria.
- .2 Design EBES work to meet requirements of AAMA CW-DG-1, ASTM E283, ASTM E330, ASTM E331, NFRC 100, NFRC 200, to meet intended performance and energy requirements and as required by Authorities Having Jurisdiction.
- .3 Design EBES work in accordance with following Climatic Design Data for Toronto contained in the Ontario Building Code:
 - .1 Design temperature: January 2-1/2%, July 2-1/2%.
 - .2 Hourly wind pressures: 1 in 50 year occurrence.
- .4 Design to prevent accumulation of condensate on interior side of EBES glazing and framing under the following service conditions:
 - .1 Interior summer temperature: 22°C at 50-55% RH.
 - .2 Interior winter temperature: 21°C at 30% RH.
 - .3 Exterior temperature:
 - .1 Winter: -20°C.
 - .2 Summer: 30°C db; 23°C wb.
- .5 Glazing energy performance:
 - .1 Lawrence Berkley Laboratories (LBL). Performance of the framing shall be simulated using THERM 6 by LBL and three dimension heat flow simulations as required to adequately model heat flow. Overall thermal performance shall be calculated using weighted area methods in accordance with CSA A440.2/440.3. Alternately test results based on AAMA 1503 and AAMA 501.5 can be used to verify performance. The thermal performance of the curtain wall vision area based on the relevant framing module (including effects of frame, glass area and surrounding project specific detailing) shall have a maximum U value as specified herein. The thermal performance of the spandrel area (including effects of insulation, frame, glass area and surrounding project specific detailing), based on a typical spandrel module shall have a maximum U value as specified below.
 - .2 Recommend U-value = 1.18 W/mK (0.208 BTU/hr °F ft²) TBD-Based on last thermal models completed in December 2016
- .6 Design EBES to meet overall minimum U-Value of 1.8 W/m²k.

- .7 Design EBES window performance to meet the following minimum criteria:
 - .1 U-Value (winter): 0.30.
 - .2 U-Value (summer): 0.27.
 - .3 VLT: 35%.
 - .4 R Out: 12%.
 - .5 SHGC: 0.27.
 - .6 SC: 0.31.
 - .7 LSG: 1.30.
- .8 Design EBES to accommodate following without producing detrimental effect:
 - .1 Cyclic 40°C daily thermal swing of components.
 - .2 Cyclic, dynamic loading and release of loads such as wind loads.
 - .3 ±20 mm vertical deflection in supporting structure and movement of supporting structure due to live, dead load, and creep or deflections, seismic load, sway displacement and similar items.
- .9 Design aluminum framing members and connections according to CAN/CSA-S157-M". Design steel framing members and connections to CSA S16 and CSA S136.
- .10 Design EBES to ensure drainage at each floor level, compartmentalization, and pressure equalization as outlined in "Rain Screen Principle" by the National Research Council of Canada and to:
 - .1 Design shall conform to requirements of the following reports appended to Section 02 32 00:
 - .1 The One, Stack Effect Design Review, June 7, 2016.
 - .2 The One, Cladding Wind Load Study, September 26, 2016.
 - .3 The One, Falling Ice and Snow Consultation, September 26, 2016.
 - .2 Stack effect: As identified in Stack Effect Design Review Report.
 - .3 Air Supply:
 - .1 Outside air shall be supplied to typical tower floors at the rate of 700 cfm per typical floor, corrected for altitude. Outdoor air is directly supplied to corridor. In addition, each suite is provided with an energy recovery ventilator that supplies 100 cfm of outdoor air directly to each suite.
 - .2 Outside air at podium floors will be supplied with an average of 0.25 cfm/ft² of outdoor air.
 - .4 Restrict air infiltration/exfiltration, through EBES in accordance with ASTM E283 to achieve maximum air infiltration/exfiltration of 0.1 L/s m² for curtain wall, 0.5 L/s m² at operable windows, and 0.1 L/s m² at opaque walls at a pressure differential of 750 Pa. Except for doors (per door) which shall have a maximum air infiltration/exfiltration of 1.5 L/s m² at sliding doors and 0.5 L/s m² for compression seal doors at a pressure differential of 300 pa.
 - .5 Design and detail controlled drainage path to actively discharge water, which enters into or forms within EBES work, to exterior; prevent accumulation or storage of water within EBES work.
 - .6 Prevent water from entering into interior of EBES when tested in accordance with ASTM E331.
 - .7 ASTM E331 (laboratory test) and ASTM E1105 (field test): Uniform and cyclic static air pressure difference used in these tests shall not be less than 750 Pa.

SECTION 08 44 50
EXTERIOR BUILDING ENVELOPE SYSTEM

The One, Toronto
Project No. 14-222

Page 6

- .8 Accommodate expansion and contraction within service temperature difference of 85 deg. C without causing buckling, opening of joints, undue stress on fasteners, or other detrimental effects.
 - .9 Design EBES work to ensure continuity of building air barrier/ vapour retarder system with the use of air barrier/vapour retarder transitions. All components incorporated into EBES work systems system to be designed to accommodate a continuous air barrier/ vapour retarder.
 - .10 Design and detail air barrier, vapour retarder, and rainscreen products and assemblies into continuous and integrated EBES work envelope. Optimize EBES work design to align envelope layers and to minimize thermal bridges.
 - .11 Design curtain wall systems to withstand self-weight, wind loads and thermal/structural movement without any detrimental effects to appearance and performance. These may include, but are not limited to, thermal stresses transferred to building structure, glass breakage, noise or vibration caused by wind, thermal and structural movement, loosening and weakening of fasteners and attachments to other components.
 - .12 Do not assume in EBES design that shear forces are transmitted by the thermal break material, in the calculation of section properties.
 - .13 Design all members to resist a minimum point load of 1.0 kN acting horizontally or vertically.
 - .14 Design anchorage inserts and embeds for installation as part of other Sections of Work. Design anchorage assemblies to accommodate construction and installation tolerances.
 - .15 Provide all reinforcing within aluminum members as required by design and OBC to provide structurally sound assembly. In any case, mullion size shall not be increased due to provision of reinforcing.
 - .16 Provide custom extrusions, mullions, extruded fins, and trims as indicated.
 - .17 Provide such gaskets, overlaps and seals as required to effectively deter rain water entry into cavities of system.
 - .18 Design EBES to accommodate penetrations for future work without breaching the air barrier.
 - .19 Provide necessary air seals to control transfer of air into or out of building to meet design criteria.
 - .20 Provide horizontal air and smoke seals at each slab level of EBES work in continuous vertical mullions and vertical air seals at maximum every window units wide to prevent smoke by-passing slabs and stack effect of air within mullions. Close wall cavities to inhibit air flow around external corners of building by providing through wall flashings with air and smoke seals at every second floor and vertically within 3 m of corners.
 - .21 Design EBES work with stack joints as indicated.
 - .22 Design EBES with firestopping and smoke seals as indicated and required by Authorities having jurisdiction.
- .11 Sound Transmission:
- .1 Design EBES to achieve acoustic requirements identified in The One Acoustic, Noise, and Vibration Design Guidelines, October 21, 2016 appended to Section 02 32 00.
 - .2 Design EBES work so that all movements specified herein are accommodated without any audible noise being generated.

- .3 Design system to pressure moderated principle including, but not limited to, positive drainage of cavity to exterior via baffled weepholes not located on vertical surfaces, compartmentalization of cavities behind projected vertical and horizontal components with a maximum spacing of one floor height and horizontal spacing to match mullion spacing, compartment seals and air barrier/vapour retarder must be capable of supporting air pressure difference and compartments must be drained to exterior.
- .12 Anchor design:
 - .1 Design anchors and embeds, other than for "punched" window openings, for EBES work connection to the building support to accommodate all movements specified herein and to allow for a continuous building envelope, standard construction tolerances and all tolerances as specified in other Sections of these specifications. In no case shall the allowance be less than 25 mm in all three directions.
 - .2 Anchors shall be by approved methods. Use of tapping screws or other similar blind fasteners will not be permitted.
 - .3 Anchor channels to be hot-dipped galvanized, of sufficient size to support EBES work.
 - .4 Design, fabricate and supply anchor embed and channels required for connection of EBES work anchors. Supply anchor embeds complete with slotted clips and embed layouts to concrete contractor for placement into concrete. Supply anchor embeds clean galvanized steel.
 - .5 Provide horizontal telescopic deflection member at first horizontal mullion above each floor. Design this member to absorb building movements, thermal expansion, and transfer load into mullion above. Provide specially designed horizontal load transfer bar and continuous polyvinyl chloride water deflector.
 - .6 EBES work structural members shall be self-supporting between slabs. EBES work shall impose vertical and horizontal loads on building structure only. No moment connections permitted.
- .13 Window washing pins are to be supplied and installed by EBES Contractor.
 - .1 Design framing system for a 320 kg ultimate load applied in any direction.
 - .2 Ensure that loads imposed by window washing equipment are transferred to the framing system and not to the glass, caps or pressure plates.
- .14 EBES work deflection:
 - .1 Prevent deflection and permanent or progressive glazing displacement.
 - .2 Restrict horizontal mullion deflection to less than $L/175$ (under uniformly distributed positive design wind load), and 10 mm maximum regardless of span. Restrict vertical mullion deflection to less than $L/500$ (under uniformly distributed positive design wind load).
 - .3 Limit deflection of any member, in direction parallel to wall plane, when member carries its full design load, not to exceed 75% of design clearance dimension between that member and panel, glass or other part immediately below it.

- .15 Design EBES work and connections to substrate where the bottom of the EBES work extends to a point below 1070 mm above finished floor level and separates a floor level from an adjacent interconnected space to withstand the required guard and handrail loads in accordance with the OBC and applicable local regulations. When requested by Consultant, provide a letter signed and sealed by a Professional Engineer certifying that the EBES work conforms to the OBC requirements.
- .16 Design glazed guards and wind screens to withstand the required guard and handrail loads in accordance with the OBC including Supplementary Standard SB-13, wind loading identified in wind study reports, and applicable local regulations.
- .17 Design railing and parapet to accommodate an impact load of 410 kg applied horizontally to the top horizontal element of the railing or parapet system. This impact load does not include a minimum safety factor of 2 unless a greater safety factor is required by design.
- .18 Glass Design:
 - .1 Design glass using a probability of breakage of 5 lites per 1000 at the first application of design load.
 - .2 Design glass to CAN/CGSB-12.20-M. Perform stress analysis. Design units to accommodate live, dead, lateral, wind, seismic, handling, transportation, and erection loads.
 - .3 Perform a thermal stress analysis on each glass unit with Low-E coating and provide heat strengthening and/or tempered glass to minimize breakage. All tempered glass to be heat soaked in accordance with EN 14179-1:2005 (HST).
 - .4 Where required, design glazing units so as not to allow thermal stress fracture due to heat build-up behind insulating units.
 - .5 Structural Glazing:
 - .1 Carry out design of structural silicone joints by rational analysis including all movements specified herein. Maximum stress shall not exceed 138 kPa (20 psi) in tension or shear for short term loading. Maximum stress in shear for long term loading due to the dead load of glass shall not exceed 7 kPa (1 psi) or the limit imposed by sealant manufacturer, whichever is less.
 - .2 The joint shall be essentially rectangular in shape and shall include no internal corners which could precipitate tearing or create high local stresses.
 - .3 Single source responsibility for sealants, gaskets and other glazing accessories: In order to ensure consistent quality of performance, provide all glazing sealants and seals from a single manufacturer.
 - .4 Preconstruction compatibility and adhesion testing: Submit to sealant manufacturer, samples of each glass, gasket, glazing accessory and glass-framing member that will contact or affect glazing sealants for compatibility and adhesion testing. Schedule submission of test samples to provide sufficient time for testing and analysis of results to prevent delay in the progress of work.
 - .6 Limit glass deflection to flexural limit of glass with full recovery of glazing materials.

- .7 Utilize inner light of multiple light sealed units for continuity of air and vapour seal.
- .8 Design glazing in accordance with City of Toronto Green Development Standard - Bird Friendly Development Guidelines generally comprising of visual markers.
- .19 Design attachments which will permit replacement of individual glass units during construction or in subsequent usage of building without dismantling or disturbance to adjoining components or units. Replacement shall be completed without use of extra fasteners, splices, covers and items that would alter original design features.
- .20 Design EBES work to incorporate integral unit intake and exhaust system as indicated on drawings.
- .21 Design EBES to include an integrated transition membrane. Design and detail integral self adhesive membrane, air barrier, vapour retarder, and rainscreen products and assemblies into continuous and integrated EBES work envelope. Optimize EBES work design to align envelope layers and to minimize thermal bridges.
- .22 Design operable windows within reach of occupants with limiting stops conforming to requirements of OBC.
- .23 Horizontal sunshading systems:
 - .1 Provide and install engineered horizontal sunshading consisting of extended aluminium mullion caps (or approved alternative detail) and independently framed horizontal sunshading system as indicated. Both sunshading system to be supported off of EBES.
 - .2 Sunshading systems to be designed for gravity and wind loads as well as integrated track or other supports for window washing equipment.
- .24 Load-bearing metal studs:
 - .1 Design load-bearing metal studs to withstand live, dead, lateral, wind, seismic, handling, transportation, and erection loads.
 - .2 Design load-bearing metal studs based on Limit States Design principles using factored loads and resistances. Loads and load factors to be in accordance with the National Building Code (NBC). Resistance factors to be determined in accordance with the NBC and CAN/CSA-S136-M.
 - .3 Design bridging to prevent member rotation and member translation perpendicular to the minor axis. Provide for secondary stress effects due to torsion between lines of bridging.
 - .4 Design load-bearing metal studs for the full specified design wind load with a deflection limit of $L/360$.
 - .5 Design load-bearing metal studs without relying on sheathing or gypsum board to resist torsion and weak axis buckling.
- .25 Stone design:
 - .1 Design stone panels and support system so that panels are secure, yet "free floating", to accommodate expansion and contraction; and to allow panels to be removed and replaced without disturbing adjacent panels. External "wet" seal caulking is not permitted in the panel and support system design loading.

- .2 Design stone panel and support system for inclusion into a rain screen pressure moderated and compartmentalized system and to incorporate the following features:
 - .1 Overlapping components to prevent cascading water from penetrating the system by gravity.
 - .2 Discontinuities of air gaps at joints to prevent water penetration by capillary action.
 - .3 Air space and vents to allow for pressure moderation.
 - .4 Weeping points at each floor level to remove any moisture from within cavity.
 - .5 Design framing system to withstand all load imposed by the panel system.
- .26 Revolving doors:
 - .1 Take responsibility for design, function and performance of revolving door, frames, deck, and adjoining screens.
 - .2 Design and fabricate steel supports, brackets and anchorage devices so that when installed they will compensate for unevenness and dimensional differences in structure to which they will be secured, will allow full expansion and contraction of framing members without causing pressure and tension within framing members as a result of such expansion and contraction, and will adequately sustain themselves, the framing and superimposed wind and rain loads, and additional loads applied by installation of glass above revolving door.
 - .3 Reinforce framing sections as required so that deflection will not exceed $L/240$ of clear span under a loading of 1.5 kPa (32 lbs/sq.ft.) and wind loading based on Ontario Building Code, 30 year return.
 - .4 Drainage gutters in base.
- .27 Soffits:
 - .1 Design soffits and all components and accessories as required for a complete and secure installation and to support assembly dead loads and live loads, and lateral loads.
 - .2 Design soffit system to allow for removal of individual panels within soffit system without requiring removal of adjacent panels.
 - .3 Design soffit system to accommodate expansion and contraction of soffit elements without causing buckling, failure of joints, undue stress on fasteners or other effects detrimental to appearance or performance.
 - .4 Design soffit system for adequate support of electrical fixtures as required by the current bulletin of the Electrical Safety Authority.
 - .5 Design hanger anchor and entire suspension system static loading not to exceed 25% of their ultimate capacity including lighting fixture dead loads.
 - .6 Design soffit system to support weight of electrical items such as lighting fixtures, and with adequate support to allow rotation/relocation of light fixtures.
 - .7 Design subframing as necessary to accommodate, and to circumvent, conflicts and interferences where ducts or other equipment prevent the regular spacing of hangers.

- .28 Cladding:
 - .1 Design EBES cladding systems as a fully compartmentalized “dry joint system” and to withstand live, dead, lateral, wind, seismic, handling, transportation, and erection loads, imposed and other loads.
 - .2 Prevent rain penetration through panel systems. Incorporate means of draining to the exterior at each floor level.
 - .3 Design cladding systems to accommodate thermal movements of the components and structural movements to provide an installation free of oil canning, buckling, delamination, failure of joint seals, excessive stress on fasteners or any other detrimental effects.
 - .4 Design cladding systems to prevent rattling and vibration of panels, overstressing of fasteners and clips, and other detrimental effects on the system.
 - .5 Design cladding attachment and insulation securement system to minimize thermal bridging.
 - .6 Panel removal: Design systems to allow for removal of individual panels within panel systems without requiring removal of adjacent panels.
 - .7 Design miscellaneous, additional structural framing members as required to complete panels system, where not indicated on Contract Drawings.
- .29 Louvres:
 - .1 Design EBES to incorporate aluminum storm louvres in locations indicated on drawings.
 - .2 Free area: 45%.
 - .3 Design louvre work to withstand live, dead, lateral. wind, seismic, handling, thermal, transportation and erection loads.
 - .4 Design louvers to accommodate expansion and contraction of components due to temperature changes.
 - .5 Design louvres to accommodate blank off panels and operable sections where required.
- .30 Design Aluminum Work system to accommodate snow melting and lighting equipment within Aluminum Work system. Coordinate with Division 26.

1.6 SUBMITTALS

- .1 Product data:
 - .1 Submit product data in accordance with Section 01 10 10 including:
 - .1 Data sheets and manufacturers recommended installation instructions or application limitations for all materials used in this Section.
 - .2 Procedures and materials required for removal and replacement of glazing units, cladding, soffit panels, and any other work of this Section.
- .2 Shop drawings:
 - .1 Submit shop drawings for each EBES assembly and system in accordance with Section 01 10 10 indicating:
 - .1 Plans, sections, details, type of extrusions, profiles, finishes, shadow boxes, related flashings, closures, fillers, and end caps, fasteners, gaskets, and sealants.
 - .2 Products and glazing types.

- .3 Engineering calculations for the work of this section stamped by a Professional Engineer licensed to practice in Ontario qualified in the design of each system.
 - .4 Calculations or modelling confirming EBES work conforms to intended/required performance and energy requirements.
 - .5 Structural integrity of EBES work, anchors, and system installation tolerances. Indicate anchor location, type, materials, and manufacturers.
 - .6 Section and hardware reinforcement, anchorage, assembly fixings.
 - .7 Detailing, locations, and allowances for movement, expansion, contraction
 - .8 Air barrier and vapour retarder continuity and path of cavity drainage and air pressure equalization including location and size of setting blocks, size and location of drainage holes, and type of glazing seals.
 - .9 Seismic anchors, supports and accessories for complete installation.
 - .10 Revolving door fabrication and erection details, including roof, glazing, thicknesses, profiles, finishes, motors, electrical schematics, and operating requirements.
 - .11 Louvre fabrication and erection details, including anchorage, accessories, thicknesses, profiles, finishes, pressure drop, face area, and free area.
 - .12 Wall construction, load-bearing metal stud wall system, design loads, member sizes, continuity of air barrier and vapour retarder systems, materials, component details, depth and gauge designation exclusive of coatings, location and spacings of framing members, connection and bracing details, bearing, anchorage, loadings, temporary bracing, welds, types and locations of mechanical fasteners, splices, permanent bracing, strapping and sheathing, and flashing and drainage details.
 - .13 Soffit system details, sections, dimensions, tolerances, connections, terminations, control joints, system components, installation sequence, accessories and other pertinent information required for proper and complete installation.
 - .14 Panel elevations, details, profiles, dimensions, thickness of materials, finishes, methods of joining, joint location, special joints, methods of anchoring, anchor and clip details, types of sealants and gaskets, connections to adjoining work, details of other pertinent components of the work and compliance with design criteria and requirements of related work.
- .3 Thermal and condensation analysis:
- .1 Submit thermal and condensation analysis for EBES in accordance with Section 01 10 10 indicating:
 - .1 Computer generated simulation analysis (finite element analysis) of the curtain wall and glazed assemblies showing that no condensation will occur under design conditions internal to the air seal line, coordinate with mechanical Subcontractor and designer to provide a complete system.
 - .2 Submit 2D and 3D condensation model checks at all typical conditions.
 - .3 Provide thermal calculations for the curtain wall showing that both opaque and vision parts of the curtain wall meets the required U-values as defined in the performance requirements.

- .4 Provide thermal stress calculations of the glass including glass which has heat trapping pockets at the head, and glass used in spandrel boxes. Submit thermal stress report prepared by curtain wall manufacturer/glazing manufacturer verifying that there is low to no risk of glass heat breakage.
 - .5 Identify glazing which can be expected to fail under service conditions and submit recommendations for resolution of problem to avoid glazing failure.
- .4 Samples:
- .1 Submit following samples in accordance with Section 01 10 10.
 - .1 1000 mm long samples of each type of extrusion in intended finish.
 - .2 1000 x 1000 mm sample of each aluminum panel type in intended finish.
 - .3 600 x 600 mm sample of stone cladding in intended finish.
 - .4 1000 mm long sample of louvre extrusion in intended finish.
 - .5 10000 mm long sample of each sun shading extrusion in intended finish.
 - .6 600 mm long sample of each handrail and post profile in intended finish.
 - .7 1000 mm or 1000 x 1000 mm sample of all other visible elements in intended finish.
 - .2 Submit one sample of each type of glass.
 - .1 600 x 600 mm of each type of insulating glass unit.
 - .2 600 x 600 mm of each glass type with digitally printed technique.
 - .3 600 x 600 mm of each glass type with ceramic frit pattern.
- .5 Certificates/letters:
- .1 Submit manufacturer's certification that glass and glazing materials are compatible.
 - .2 Certification from glass manufacturer that glass as required has been heat-soaked.
 - .3 Certification from glass and glazing and sealant manufacturers stating they have reviewed the EBES work shop drawings and approved the assemblies as appropriate for their intended use as shown and performed field reviews identified in quality control manual.
 - .4 Certification from stone supplier/fabricator that stone is suitable for the application and will not deteriorate or crack for the warranty period.
 - .5 Certification from Design Engineer conforming work Provided complies with specified design requirements complete with field reviews and complies with requirements of the Authorities having jurisdiction.
- .6 Reports:
- .1 Submit substantiating engineering data, and independent test results of EBES work to substantiate compliance with the design criteria including air leakage and water penetration conforming to ASTM E283 and ASTM E331. Where independent testing of precise system is not available, arrange and perform testing. Provide test report and supporting documentation to Owner and Consultant for review prior to commencing production.

- .2 Engineering data demonstrating compliance with test procedures outlined in AAMA 501 including as a minimum air leakage resistance, static pressure water penetration resistance, dynamic pressure water penetration resistance, wind load resistance, vertical live load deflection movement and lateral (horizontal) movement, and condensation resistance.
- .3 Submit documentation to substantiate ten years of experience in EBES work manufacture and installation.
- .4 Submit compatibility and adhesion test reports from sealant manufacturer indicating that glazing materials were tested for compatibility and adhesion with glazing sealants. Include sealant manufacturer's interpretation of test results relative to sealant performance and recommendations for primers and substrate preparation needed for adhesion.
- .5 Compatibility test report from manufacturer of insulating glass edge sealant, indicating that glass edge sealants were tested for compatibility with other glazing materials including sealants, setting blocks, edge blocks and any other material that contacts or can affect the edge seal.
- .6 Submit test results of thermal stress analyses performed on glazing and that glazing meets design requirements and requirements of this Project.
- .7 Methodology: Submit glass manufacturer's quality control methodology to alleviate scratching and other detrimental effects on glass panes during the fabrication process.
- .8 Develop and submit a quality control procedures manual for both shop and site work. Manual should also include quality control procedures for structural silicone glazing.
- .9 IGMA Compliance Audit: Submit in accordance with Section 01 33 00, a written certification of successful completion of a Compliance Audit within the last six months.
- .10 Close-out submittals:
 - .1 Submit EBES operations and maintenance data for incorporation into the Operations and Maintenance Manual as part of Section 01 10 10.
 - .2 Submit cleaning and maintenance requirements for the work of this Section for incorporation into the operations and maintenance manual.

1.7 **QUALITY ASSURANCE**

- .1 Retain a Professional Engineer, licensed in Province of Ontario, with experience in EBES work of comparable complexity and scope to perform the following services as part of the Work of this Section:
 - .1 Design of EBES work.
 - .2 Professional Engineer to assume full responsibility for complete design and performance of all EBES assemblies and systems.
 - .3 Review, stamp, and sign shop drawings and calculations.
 - .4 Conduct on-Site inspections and prepare and submit inspection reports.
 - .5 Certification that EBES has been Provided in accordance with specified design requirements and complies with requirements of the Authorities having jurisdiction.

- .2 Heat treated glass manufacturer's qualifications: Submit heat treated glass manufacturer's quality control procedures demonstrating the cleanliness of glass rollers used during the fabrication process and additional methods implemented to ensure scratching does not occur on glass panes.
- .3 Insulating glass unit fabricators shall be a certified member of the Insulating Glass Manufacturer's Alliance (IGMA). IGMA members must participate in the certification program and shall have successfully passed a Compliance Audit within the last six months.
- .4 Manufacturer/Installers qualifications:
 - .1 EBES manufacturer/installer shall have minimum five (5) years proven first-class experience in this type and scope of work, having adequate equipment and skilled personnel to expediently complete work of this Section in an efficient and very best workmanlike manner.
 - .2 Glass manufacturer shall verify that all sizes of insulating glass units as specified and as indicated can be fabricated without failure and breakage. Consult with Architect where fabrication of any units cannot be warranted.
- .5 Small (tabletop) mock-ups:
 - .1 Provide one (1) full scale tabletop mock-up(s) of each glazing and panel type for Owner's and Consultant's review. Mock-ups to be sized at 610 x 610 mm.
 - .2 Mock-up shall show full range of Products, finishes, textures, quality of fabrication, and workmanship including, but not limited to, framing members, glazing units, joint sizes and colours.
- .6 Visual mock-up:
 - .1 Provide one, full scale visual mock-up minimum 1 floor high by 2 modules wide on Site of EBES Work in location acceptable to Consultant.
 - .2 Demonstrate full range of Products, materials, glazing, metal components, finishes, textures, quality of fabrication, and workmanship including, but not limited to, framing members, glazing units, anchorage, opening units, doors and transitions to adjoining assemblies and materials.
 - .3 Remove visual mock-up from Site when directed by Consultant.
- .7 Performance mock-up and laboratory testing:
 - .1 Work shall be executed by an accredited independent testing agency having no affiliations with the curtain wall manufacturer or erectors. Testing agency to be certified/accredited to complete all lab performance tests required in this Section. Curtain wall subcontractor to include all pricing to coordinate testing and for testing agency to complete the laboratory testing.
 - .2 Fabrication, assembly, glazing, installation, testing and dismantling shall be witnessed by representatives of the glazing systems manufacturer, Owner, Consultant, and Construction Manager.
 - .3 Testing shall be in accordance with and comply to the requirements of AAMA 501, ASTM E283, ASTM E330, and ASTM E331. If a test fails, additional testing may be required by Consultant to ensure performance of Aluminum Work at no additional cost to Owner.

SECTION 08 44 50
EXTERIOR BUILDING ENVELOPE SYSTEM

The One, Toronto
Project No. 14-222

Page 16

- .4 Test specimens as indicated to be full-scale covering minimum three (3) full floors high and six (6) modules wide and include assemblies, framing members, glazing, frits, Bird Friendly features, anchoring system to wall, floor, metal and corner detail, shadow boxes, spandrel panels, operational integrated lighting system, all respective wall openings, typical features and conditions, in location where functioning light can be tested, and all accessories for a complete installation for the Owner's and Consultant's review.
 - .5 Submit engineered test specimen shop drawings, drawn to scale, showing components of the test assemblies, the test frame and enclosures, and the fastening of the test assemblies to the test frame.
 - .6 The curtain wall subcontractor shall erect and dismantle test assemblies at the testing laboratory.
 - .7 The testing company shall provide framing as required to simulate actual structural components for the Project.
 - .8 Compliance to performance parameters to be demonstrated prior to fabricating modules that will be installed on the buildings.
 - .9 Mock-up shall show full range of Products, finishes, textures, quality of fabrication, and workmanship including, but not limited to, framing members, glazing units, anchorage, and transitions to adjoining assemblies.
- .8 Site field testing (air and water infiltration testing):
- .1 Arrange for Owner, Consultant, and Construction Manager to be present during assembly, glazing, and installation to view components which may become concealed as installation proceeds.
 - .2 Testing shall be witnessed by representatives of the glazing systems manufacturer, Owner, Consultant, and Construction Manager.
 - .3 EBES contractor to arrange and pay for all testing by a certified/ accredited independent testing agency (submit certifications/accreditations for specified test methods). EBES contractor to assist with on-site testing.
 - .4 Testing shall be in accordance with and comply to the requirements of AAMA 503, ASTM E783, and ASTM E1105. If a test fails, additional testing may be required by Consultant to ensure performance of Aluminum Work at no additional cost to Owner.
 - .5 Testing to be completed and compliant prior to project production at the project outset.
 - .6 Complete calibrated nozzle water testing (AAMA 501.2) at an additional 5 locations at each building at locations selected by Consultant. Each location to be one (1) full floor high and three (3) full modules wide.
 - .7 Complete water testing prior to interior trim/finish installation so that any water penetration can be observed.
 - .8 Demonstrate installation procedures, finished look and quality of workmanship including, but not limited to, framing members, glazing units, panels, anchorage, and transitions to adjoining assemblies.
- .9 Should test results indicate non-compliance with the specifications, pay for all costs incurred in re-testing, including the cost of all necessary remediation.

1.8 SITE CONDITIONS

- .1 Glaze with compounds, sealants, or tapes only when glazing surfaces are at temperatures over 5°C, and when positive that no moisture is accumulating on them from rain, mist, or condensation.
- .2 When temperature of glazing surfaces is below 5°C, obtain from Consultant approval of glazing methods and protective measures which will be used during glazing operations.

1.9 DELIVERY, STORAGE AND HANDLING

- .1 Handle Aluminum Work in accordance with AAMA CW-10.
- .2 Deliver Products to the Place of the Work undamaged, in original, undamaged containers with manufacturer' labels and seals intact.
- .3 Handle and store Products according to manufacturers' recommendations, and so as to prevent damage.
- .4 Protect interior and exterior aluminum, glazing, and other metallic surfaces with Nitto type strippable film. Protect all other surfaces with covering as recommended by Product manufacturer. Do not use adhesive papers or sprayed coatings which bond when exposed to sunlight or weather. Remove exterior films upon installation. Do not remove interior films before final cleaning of building.
- .5 Replace, within 8 weeks, cracked, broken, or defective glass at no additional cost to the Owner.

1.10 EXTENDED WARRANTY

- .1 EBES work: Submit an extended warranty for EBES work in accordance with General Conditions, except that warranty period is extended to three (3) years.
 - .1 Warrant work of this Section against defects in materials and workmanship and failure to meet design criteria and requirements.
 - .2 Warrant the work to be water and weather tight, structurally sound and free from distortion and deformation under load; that materials and finishes will not develop excessive fading or non-uniformity of colour, and will not crack, peel, delaminate or otherwise deteriorate or corrode; the glazing splines, sealants and gaskets will be free from deterioration from sunlight, weather and oxidation, and will be free from permanent deformation under load.
 - .3 Coverage: Complete replacement including affected adjacent Work.
- .2 Glazing, insulating glass units: Submit a separate warranty from glass manufacturer in accordance with the General Conditions, except that warranty period is extended to ten (10) years.
 - .1 Warrant factory sealed double glazed insulating units are warranted against leakage, malfunction and other defects, under normal usage.

SECTION 08 44 50
EXTERIOR BUILDING ENVELOPE SYSTEM

The One, Toronto
Project No. 14-222

Page 18

- .2 Warrant that the insulating glass units be free from material obstruction of vision as a result of dust or film formation on the internal glass surfaces by any cause, under normal conditions, other than extrinsic glass breakage, but including breakage due to thermal shock and temperature differential due to inherent glass or glazing faults.
- .3 Warrant that the mechanical performance characteristics such as U-value, solar heat gain and reflectivity shall remain consistent with the warranty period.
- .4 Coverage: Complete replacement including affected adjacent Work.
- .3 Structural silicones: Submit a separate warranty from sealant manufacturer in accordance with the General Conditions, except that warranty period is extended to twenty (20) years.
 - .1 Warrant structural silicone sealant work in accordance with manufacturer's written warranty and as a minimum shall remain free from cohesive or adhesive failure, surface crazing or discolouration.
 - .2 Coverage: Complete replacement including affected adjacent Work.
- .4 Manufacturer's limited aluminum finish Warranty: Submit a separate warranty in accordance with the General Conditions, except that warranty period is extended to twenty (20) years for exterior finishes and ten (10) years for interior finishes.
 - .1 Provide extrusion and panel manufacturer's written warranty naming Owner as beneficiary and covering failure of factory-applied exterior finish on EBES work within the warranty period; warrant finish per AAMA 2605 for colour fade less than 5 units, maximum chalk rating of 8, and greater than 30% gloss retention.
 - .2 Warrant that aluminum finishes will not develop excessive fading or non-uniformity of colour and will not crack, peel, delaminate or otherwise deteriorate or corrode.
- .5 Warranties shall include prompt remedy of defects upon written notification from the Owner that defects exist. Remedy shall include labour, materials, equipment and services required to make good defective areas of the work, and in the case of factory-fabricated components, to supply and install new components, all at no cost to the Owner and at times convenient to the Owner. Warranties shall also include making good other building parts and finishes and other Owner's property damaged or disturbed in the course of remedying defects.

2 Products

2.1 MATERIALS - EBES WORK

- .1 All materials under Work of this Section, including but not limited to, sealants are to have low VOC content limits.
- .2 All materials under Work of this Section unless otherwise specified shall be new, carefully selected and of the best merchantable quality.

- .3 Polystyrene, polyethylene, polyurethane, polyisocyanurate, or other petrochemical based or flammable Products, shall not be used as the core in cladding assemblies nor as insulation behind sealed or rainscreen cladding assemblies.
- .4 Aluminum extrusions and channels: ASTM B221 and ANSI H35.1 AA6063 alloy, T6 temper. Profile and dimensions: Refer to Contract Drawings. Finish and colour as indicated.
- .5 Aluminum sheet: ASTM B209 and ANSI H35.1 AA1100 aluminum alloy, H14 temper, minimum 3 mm unless otherwise indicated. Perforated, straight and profiled as indicated. Finish and colour as indicated.
- .6 Aluminum panels: Aluminum honeycomb panels having the following minimum criteria:
 - .1 15 mm thick.
 - .2 Exterior and interior skin minimum 1.0 mm.
 - .3 Weight of 6.78 kg/m².
 - .4 Fire resistant:
 - .1 ULC S135: Total heat release: 0.81 MJ/m²; Average total smoke extinction area of 0.17 m².
 - .2 ASTM E84: Flame spread: 0; Smoke developed: 0.
 - .5 Temperature resistance: -40°C to +80°C
 - .6 Finish and colour: As indicated.
 - .7 Acceptable manufacturer: 'Larcore A2 FR Honeycomb Panels' by Alucoil. Aluminum panels to be complete with 'HideTech Plus' by Alucoil installation system.
- .7 Stone: Minimum 50 mm thick perforated limestone unless thicker limestone is required for anchorage purposes, in sizes indicated, conforming to ASTM C568, Category III - High Density; fine dressed finish including edges; colouring range and perforation pattern as selected by Consultant, and having the following minimum properties when tested to the identified standard:
 - .1 Compressive Strength: 20,800 psi to ASTM C170.
 - .2 Absorption: 0.19 percent, to ASTM C97.
 - .3 Density: 165 lbs./cu.ft. to ASTM C97.
 - .4 Flexural Strength: 3442 psi.
 - .5 Abrasion Resistance: 24.5 to ASTM C241.
- .8 Thermal break: Minimum 19 mm deep, polyamide material. Thermal breaks in frame members: Vertically aligned with glazing.
- .9 Steel sections, clips, anchors and reinforcement: to CSA-G40.20/G40.21, Grade 300W, hot dip galvanized after fabrication with minimum zinc coating of 275 g/sq. m. to CAN/CSA-G164-M. All steel exterior to the building vapour barrier to be stainless steel, type 316.
- .10 Galvanized sheet steel: ASTM A653/A653M Grade A, Z275 Commercial Quality zinc coating, size and shape as shown.

SECTION 08 44 50
EXTERIOR BUILDING ENVELOPE SYSTEM

The One, Toronto
Project No. 14-222

Page 20

- .11 Reinforcements, anchors, dowels, cramps, angles, clips, etc.: ASTM A167, Type 304 to AISI No. 2B finish. Size as shown. All exterior exposed and steel exterior to the building vapour barrier to be stainless steel, type 316.
- .12 Shadow box and aluminum panel airseal backpan: ASTM A653/A653M; 1.2 mm thick , Z275 galvanized steel sheet complete with continuous welded seams and corners.
- .13 Airseal and Aluminum Work sealant: ASTM C920, Type S, Grade NS, Class 100/50; One-part, low-modulus, moisture-curing, silicone; 'Dow Corning 790' by Dow Corning. Verify compatibility with insulating glass unit manufacturer's secondary sealant. Colour: Colour to be selected by the Consultant from manufacturer's full colour range. Primer as recommended by manufacturer.
- .14 Frame sealant: Medium modulus silicone; 'Dow Corning 795' by Dow Corning or as recommended by EBES manufacturer.
- .15 Joint backing: Closed cell foam polyethylene rod or Sofrod, outsized minimum 30-50% larger than joint width and compatible with joint sealant. Product as recommended by sealant manufacturer.
- .16 Integrated transition assembly: Transition membrane mechanically attached to window assembly; 'Dowsil 123' by Dow or 'Proglaze ETA' by Tremco.
- .17 Shims and blocking for frame: Rigid plastic, wood is not permitted.
- .18 Flashings, closures, drip edge, and trims: 1.5 mm minimum aluminum sheet, finish to match EBES adjacent extrusion or panel finish.
- .19 Screws, bolts, fasteners, etc.: ASTM F738M; Stainless Steel Type 316.
- .20 Isolation coating: CAN/CGSB-1.108-M; Bitumastic coating, acid and alkali resistant material for unpainted metal in contact with concrete.
- .21 Shadow box and aluminum panel insulation: CAN/ULC S702; Semi-rigid mineral fibre.
 - .1 'CurtainRock' by Rockwool. or approved alternative by Owens-Corning or Johns Manville.
 - .2 Thickness: As required to fill void and meet intended thermal value.
 - .3 Insulation fasteners: Adhered stick pins.
- .22 Spray Foam Insulation: CAN/ULC S705.1, CFC free, polyurethane foam in place, closed cell, low expansion, one component air sealant, minimum density 15 kg/m³.
- .23 Semi-rigid thermal insulation: Semi-rigid mineral wool conforming to CAN/ULC-S702, Type 1, minimum density 70 kg/m³, thickness as indicated. 'CavityRock' by Rockwool or approved alternative. Insulation fasteners: Mechanically fastened stick pins as recommended by insulation manufacturer to suit intended application.

- .24 Silicone-aerogel blanket insulation:
 - .1 10 mm thick, flexible, thin, compression and fire resistant, water-vapor permeable, hydrophobic, blanket insulation based on silicon-aerogel technology with high thermal performance as required for Project, meeting Class A fire rating when tested in accordance with ASTM E84.
 - .2 Adhesive: Type as recommended by insulation manufacturer and as required to suit intended condition.
 - .3 Acceptable product: 'DOWSIL HPI-1000 Building Insulation Blanket' by The Dow Chemical Company.
- .25 Window hardware: Manufacturer's standard heavy duty stainless steel Type 316 hardware.
- .26 Insect screen (louvers): Extruded aluminum frames containing 14 x 18 heavy duty aluminum mesh in accordance with CSA A440. Screen to be retained in place with turn clip type fixings.
- .27 Firestopping work: In accordance with Section 07 85 00.
- .28 Finish Hardware: In accordance with Section 08 70 00.
- .29 Snow melting and lighting within EBES: Coordinate reinforcing and openings with requirements of Division 26.

2.2 MATERIALS - GLAZING

- .1 Glass manufacturers:
 - .1 AGC Flat Glass.
 - .2 Cardinal Glass Industries.
 - .3 Guardian Industries.
 - .4 Pilkington.
 - .5 Viracon Inc.
 - .6 or approved alternative.
- .2 General:
 - .1 All materials under Work of this Section, including but not limited to, primers, coatings, sealers, sealants, adhesives and cleaners are to have low VOC content limits.
 - .2 All glass used in the exterior building envelope is to be heat strengthened as a minimum.
 - .3 All glass products of one type shall be produced by one company.
 - .4 All coatings of a similar type shall be applied in a single production run to ensure colour match.
 - .5 Edges of all glass to have edge work free from spalls, flake chips or rough chips which would be either visible or compromise the adhesion of the exterior weather seal or reduce the strength of glass when subjected to temperature differentials.

SECTION 08 44 50
EXTERIOR BUILDING ENVELOPE SYSTEM

The One, Toronto
Project No. 14-222

Page 22

- .3 Heat strengthened glass: CAN/CGSB-12.3-M; clear or bronze tinted, glazing quality, heat strengthened in accordance with ASTM C1048, Kind HS, minimum 6 mm thick unless indicated otherwise.
- .4 Tempered glass (heat-soaked): CAN/CGSB-12.1-M, Type 2, Class B, Category II, clear or bronze tinted, minimum 6 mm thick. As a minimum, following the tempering process, heat-soak glass in accordance with BS EN 14179-1. Clear or bronze as indicated.
- .5 Laminated glass: to CAN/CGSB-12.1, Category II, consisting of top layer of minimum 3 mm thick clear or bronze tinted, minimum 1.2 mm thick clear PVB interlayer, unless otherwise indicated, and bottom layer of minimum 3 mm thick clear glass. Heat strengthening and/or tempered laminated glass as necessary to prevent thermal breakage. Clear or bronze as indicated.
- .6 Ceramic frit glass: minimum 6 mm thick unless otherwise indicated or required by design, glass with ceramic frit coating applied to backside. Ceramic frit and colour as indicated, screen transferred to glass surface and heat cured.
- .7 Insulating glass units:
 - .1 To CAN/CGSB-12.8-M and IGMA requirements utilizing approved black 'Chromatech Ultra Warm Edge Spacer' by Roll Tech or approved alternative. Dual seal with a PIB primary seal and structural silicone secondary seal.
 - .2 To comply with IGMA labelling requirements to be considered certified. Materials, excluding the glass, shall be from the same manufacturer as those employed for the certification of the insulating glass units.
- .8 Low-E coating: High performance sputtered low-E coating. Provide insulating glass units with low-E coating edge deletion and low-E coating. Edge deletion shall be consistent and maintain the low-E coating fully within the primary seal. Apply low-E coating to second surface unless otherwise indicated. 'VRE4-65' by Viracon Inc. or approved alternative.
- .9 Argon gas: 100% pure. Argon gas to be used to fill air space at all insulated glass units at time of manufacture.
- .10 Glazing and rebate primers, sealants, sealers, and cleaners: Compatible with each other. Type as recommended by glass manufacturer.
- .11 Gaskets: Silicone, non-shrink type. Gaskets shall have a 13.8 MPa tensile strength, Durometer A hardness of 60 plus/minus 5 for solid profiles and 75 plus/minus 5 for hollow profiles, resistance to permanent set 30% maximum, minimum elongation at break of 300% and resistance to ozone showing no cracks.
- .12 Glazing Sealant (Structural Glazing):
 - .1 Field re-glazing weather bead: Silicone, One Part in accordance with ASTM C920, Type S or M, Grade NS, Class 25; 'Dowsil 756' by Dow.
 - .2 Field re-glazing: Structural glazing tensile bead; 'Dowsil 995' or 'Dowsil 121' by Dow.
 - .3 Factory glazed structural glazing weather bead; Gaskets or 'Dowsil 756' by Dow.

- .4 Factory glazed structural glazing; Two-part, neutral cure silicone sealant, 'Dow 983' by Dow Corning or approved alternative.
- .5 Colour: Black.
- .13 Structural tape:
 - .1 Structural Silicone glazing tape: Semi-rigid pressure-sensitive foam adhesive tape, 'Norton V2100 Thermalbond Tape' by Saint-Gobain.
 - .2 Adhesive tape: Two-sided, UV and temperature pressure sensitive acrylic foam tape with low emitting adhesive. '3M VHB Structural Glazing Tape' by 3M Canada Inc. or approved alternative. Primers and joint backing: Types as recommended by tape manufacturer. Colour to be selected by the Consultant from manufacturer's full colour range.
- .14 Setting Block: Silicone setting blocks with Shore, Type A durometer hardness of 85, plus or minus 5 to ASTM D2240, sized to suit glazing method, glass unit weight and area.
- .15 Edge blocks: Silicone, 60-70 Shore A Durometer hardness, sized with 3 mm clearance from glass edge and spanning glass thickness(es). Capable of withstanding weight of glass unit, self adhesive on face.
- .16 Glass presence markers: Easily removable, non-residue depositing.

2.3 **GLAZING SCHEDULE**

- .1 As indicated on drawings.

2.4 **LOUVRES**

- .1 Provide louvres as indicated.
- .2 Aluminum sheet: ASTM B209M.
- .3 Frame and mullion: ASTM B211M; Extruded aluminum alloy Aluminum Association alloy 6063-T5 assembled with fastenings. 3 mm thickness minimum for head, sill, and jamb. Mullions: Concealed at 1500 mm maximum centres.
- .4 Blade: Stormproof with centre watershed in blade, 3.0 mm thick minimum; maximum blade length: 1500 mm.
- .5 Louvres to be complete with manufacturer's standard bird screens and required insulated blank-off panels.
- .6 Provide operable louvres as required to meet mechanical requirements.
- .7 Fasteners to be concealed. Exposed fasteners (only if approved by Consultant) to be colour-matched to framing system.
- .8 Finish: To match adjacent extrusion or panel finish.

2.5 FABRICATION - GENERAL

- .1 Fabricate EBES work in accordance with reviewed shop drawings. EBES work elements to conform to requirements specified and associated Drawings.
- .2 Provide concealed steel or aluminum reinforcement as required for adequate strength, stiffness and connections. If required, extend such reinforcement full height from floor to underside of structure above, or as required.
- .3 Where indicated, incorporate window washing pins into EBES work as coordinated with Building Maintenance Unit (MBU) provider.
- .4 Fabricate units for exterior glazing complete with thermal breaks, glazing beads, plates, trims and filler pieces, and light shields. Fabricate thermally broken intermittent clip support system for non glazing EBES work.
- .5 Fabricate sections true to detail, free from defects impairing appearance, strength and durability. Fabricate extrusions with sharp, well defined corners.
- .6 Fabricate, fit, and secure framing joints and corners accurately, with flush surfaces, and hairline joints. Apply frame sealant at joints for weatherproof seams.
- .7 Conceal anchors, reinforcement and attachments from view. Fabricate reinforcement in accordance with design requirements.
- .8 Do not expose manufacturer's identification labels on aluminum assemblies.
- .9 Where practical, shop fabricate and assemble EBES work with various parts or assemblies ready for erection at building.
- .10 Make allowances for deflection of structure to ensure that structural loads are not transmitted to curtain wall.
- .11 Engineered transition assembly:
 - .1 Install engineered transition assembly in accordance with reviewed shop drawings and manufacturer's written instructions.
 - .2 Coordinate with Section 07 26 00 for application of air barrier/vapour retarder membrane and associated components as required for air and water tight installation of engineered transition assembly.
 - .3 Cut extruded aluminum adaptor to appropriate length or combine lengths to span window and/or wall frame length.
 - .4 Clean window frame with manufacturer approved materials where adaptor will make contact.
 - .5 Remove release paper on back of adaptor and position adaptor on window and/or wall support member.
 - .6 Tape temporarily holds adaptors in place before installation of mechanical fasteners, provides a secondary seal between adaptor and window/wall frame and seals penetrations created by mechanical fasteners.
 - .7 Ensure adaptor is clean and dry prior to the application of sealant.

- .8 Install screws a minimum of every 300 mm to mechanically affix adaptor to the window and/or wall frame.
- .9 Apply silicone sealant in the race and between adaptor and window frame to ensure a continuous seal.
- .10 Insert the silicone rubber extrusion into adaptor's race.
- .11 Ensure that transition membrane integrated into window frame laps the adjacent air barrier membrane under Section 07 26 00 by a minimum of 150 mm. Coordinate with noted Section as required for installation.
- .12 Fabricate doors and frames complete with internal reinforcements, cut-outs, and recesses to accommodate finish hardware. Reinforce cut-outs to assure adequate strength.
- .13 Fabricate EBES work closures and trim from aluminum sheet. Form to profile shown. Make weathertight.
- .14 Fabricate flashings, except cap flashing, of minimum 2.0 mm thick aluminum. Exposed aluminum flashing to be finished to match adjacent curtain wall cap flashing.
- .15 Fabricate exterior covers and closures, cap flashings, copings, corner caps, brackets, and specially formed metal caps of minimum 3.0 mm thick aluminum.
- .16 Ensure no oil canning and other defects in the fabricated items which are exposed to view.
- .17 Fabricate mullions in sections not less than one storey high. Insert compressible foam filler into ends of every vertical mullion at each floor line to prevent convection currents within tubes. Ensure compressible foam filler extends a minimum of 300 mm above and below each floor line for a total minimum length of 600 mm.
- .18 Fabricate frame systems complete with thermal break pressure plates, filler pieces, and other necessary components as indicated and as required for the Work. Where horizontal and/or vertical mullions terminate or are interrupted and would otherwise expose an open end of tube, provide plug consisting of colour matching aluminum finished to fit with hair-line joint, and either welded or mechanically fixed in position with totally concealed stainless steel fasteners.
- .19 Fabricate necessary brackets and anchorage devices so that, when installed, they will compensate for unevenness and dimensional difference in structure, will allow full expansion and contraction of framing members without creating undesirable stresses in the components and will adequately sustain EBES work and superimposed wind and rain loads and all other stresses.
- .20 Silicon-aerogel blanket insulation: Install silicon-aerogel blanket insulation in accordance with manufacturer's written instructions, in locations as indicated to meet intended thermal value. Carefully cut and fit insulation around services and protrusions. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.

SECTION 08 44 50
EXTERIOR BUILDING ENVELOPE SYSTEM

The One, Toronto
Project No. 14-222

Page 26

- .21 Provide weepholes to drain off pocketed water. Provide baffle to prevent entry of driven water to conform to specified performance.
- .22 Fabricate covers and panels true, free of marks, with edges straight and true and without visible distortion under all design conditions, and free of reinforcement or fastener telegraphing. Surfaces to be free from warp, twist, kinks, dents, buckle or other imperfections which may affect appearance or serviceability. Thickness of metal and details of assembly and support shall provide sufficient strength and stiffness to resist distortion of finished surface.

2.6 GLAZING

- .1 Install glazing in accordance with IGMA recommendations. Provide continuous contact between glazing tapes, sealants, and gasket to the glazing.
- .2 Install glazing in accordance with reviewed shop drawings and manufacturer's written instructions. Install glazing with full contact and adhesion at perimeter. Maintain edge clearance recommended by glass manufacturer.
- .3 Fabricate argon filled thermal units with air space filled minimum 90% with argon gas.
- .4 Remove, dispose of, and replace broken, cut, abraded glass, and defective glass including but not limited to production dimples, 'tiger-stripping', chips, cracks, etc.

2.7 SHADOW BOXES AND ALUMINUM SPANDREL PANELS

- .1 Place continuous layer of insulation to airseal backpan with adhesive and impale clips and fasteners. Ensure there are no gaps between the insulation and airseal backpan.
- .2 Accurately fit, seal, and secure joints and corners. Make joints welded flush, hairline, and weatherproof.
- .3 Provide integral reinforcing and stiffeners as required to reinforce panel against deflection caused by wind and suction loads.
- .4 Provide spacers as necessary to separate dissimilar metals.
- .5 Ventilate, drain, and pressure equalize the air space outside the exterior surface of the insulation, to the exterior.
- .6 Arrange fasteners and attachments to ensure concealment from view.
- .7 Shadow boxes: Consists of insulated glass unit to the exterior with framing system complete with prefinished aluminum sheet in colour as indicated on Contract Drawings, located on the exterior face of insulation. Seal all joints in shop with silicone sealant, including perimeter seal at backpan.

- .8 Spandrel panels: Consists of aluminum panels to the exterior with framing system and insulated backpan to the inside. Seal all joints in shop with silicone sealant, including perimeter seal at backpan. Colour to later selection by Consultant.

2.8 **ALUMINUM PANEL AND SOFFIT SYSTEM**

- .1 Fabricate facings and concealed support members in a manner which will provide an installation free of exposed fastenings, with sufficient support and allowance for thermal movement to prevent facing distortion. Take site measurements before proceeding with production.
- .2 Fabricate components of the system at factory, ready for field installation.
- .3 Fabricate facings flat, true, free of marks, without visible distortion and with edges straight and true. Make all planes true, and corners square and bend of minimum radius.
- .4 Provide proprietary aluminum connection system for a complete installation.
- .5 Form panels to dimensions indicated with tolerances to accommodate expansion and contraction between panels and structure members. Accurately form shaped panels.
- .6 Fabricate soffit suspension system in accordance with reviewed shop drawings to ensure a rigid installation. Adequately brace system to withstand expected negative and positive wind loads without detrimental effects. Connect furring system to perimeter walls.
- .7 Maximum allowable panel tolerances:
 - .1 Panel bow: In a concave or convex direction to be 0.1% of panel dimension width and length.
 - .2 Panel flatness: Rises and falls across the panel, (local bumps and depressions) will not be accepted.
 - .3 Panel tolerance (maximum):
 - .1 Width: 2 mm.
 - .2 Length: 2 mm.
 - .3 Thickness: 0.2 mm.
 - .4 Squareness: 2 mm.

2.9 **REVOLVING DOORS**

- .1 Revolving door shall be automatic centre shaft, narrow stile, 4-Wing automatic model with outside diameter and clear door height as indicated on drawings; '1500A - Automatic Revolving Door' by Stanley Security Solutions.
- .2 Clad soffit, cornice, roof and all trim work with stainless steel. Clad soffit, cornice and all trim work with mirrored polish stainless steel and clad revolving door roof with brushed stainless steel. Slide cladding onto core material so that exterior surfaces will match exactly core member profile. No exposed fasteners permitted.

SECTION 08 44 50
EXTERIOR BUILDING ENVELOPE SYSTEM

The One, Toronto
Project No. 14-222

Page 28

- .3 Glazing: 12 mm thick clear low iron tempered glass in door wings, 10 mm thick clear low iron laminated glass in enclosure wall, and 12 mm thick clear low iron tempered glass in glass top.
- .4 Fabricate door wings to collapse and fold to emergency exit position when pressure of not less than 445N (100 lbf) is applied to outer door stile at push plate height. Visible collapsing mechanisms on wings or centre shaft are not permitted.
- .5 Revolving door shall come complete with a fully automatic motorized drive system complete with all safety sensors and PLC control with on board diagnostics.
- .6 Provide full perimeter weather seals.
- .7 Provide door with a brake with 1450 sq. mm minimum brake shoes operating in an oil bath. Brake shoe travel in relation to revolving wing travel, minimum 100:1. Rate of wing revolution, minimum 12 revolutions per minute.

2.10 LOAD-BEARING METAL STUDS

- .1 Steel: to CSA S136, Grade A to D steel with Z275 zinc coating designation in accordance with ASTM A653/A653M.
- .2 Metal studs: to CAN/CSA S136, fabricated from zinc coated steel, depth as indicated. Minimum steel thickness to be 0.91 mm.
- .3 Accessories: In accordance with reviewed shop drawings and as recommended by manufacturer, including but not limited to fasteners, anchors, tension straps and clips.
- .4 Acceptable manufacturers: Bailey Metal Products., Sanders Steel Inc. or Steelform Building Products.

2.11 STONE CLADDING SYSTEM

- .1 Fabricate work in accordance with reviewed shop drawings.
- .2 Cut stone accurately to shapes, dimensions and full to square with jointing as indicated. Dress exposed faces true. Fabricate stone units in sizes shown on reviewed shop drawings.
- .3 Fabricate stone to the following tolerances:
 - .1 Unit Length: plus or minus 3 mm.
 - .2 Unit Height: plus or minus 3 mm.
 - .3 Deviation From Square: plus or minus 3 mm, with measurement taken using the longest edge as the base.
 - .4 Thickness: plus or minus 2 mm.

2.12 **FABRICATION TOLERANCES**

- .1 Unless otherwise specified, fabricate work to a tolerance of plus or minus 1.0 mm for vertical, horizontal, and diagonal dimensions of units under 2 m, and plus or minus 3.0 mm for dimensions greater than 2 m.

2.13 **FINISHES**

- .1 Aluminum finish shall be free from blemishes or scratches and uniform in colour and sheen.
- .2 Extrusion and panel finish:
 - .1 MET-1: Elox Champagne (brushed).
 - .2 MET-2: Elox Light Umber (brushed).
 - .3 MET-3: 'Duranar XL' by PPG Industries or approved alternative in accordance with AAMA 2605 at exterior exposed elements and where indicated. Colour: To be selected by the Consultant from manufacturer's full colour range.
 - .4 Interior surface of extrusions: 'Duracron' by PPG Industries or approved alternative in accordance with AAMA 2603. Colour: To be selected by the Consultant from manufacturer's full colour range.
- .3 Panel and sheet finish: As indicated on drawings to match adjacent extrusion finish.

3 Execution

3.1 **EXAMINATION**

- .1 Verify condition and dimensions of previously installed Work upon which this Section depends. Verify and confirm positions of embeds, slab edge, and structure. Report defects and potential problems to Consultant. Commencement of Work means acceptance of existing conditions.
- .2 Verify that surfaces of glazing channels or recesses are clean, free of obstructions, and ready to receive glazing.

3.2 **PREPARATION**

- .1 Clean contact surfaces with solvent and wipe dry.
- .2 Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- .3 Prime surfaces scheduled to receive sealant.

3.3 **INSTALLATION**

- .1 Install EBES work in accordance with reviewed shop drawings, manufacturer's instructions and to meet requirements of GANA and authorities having jurisdiction.

**SECTION 08 44 50
EXTERIOR BUILDING ENVELOPE SYSTEM****The One, Toronto
Project No. 14-222**

Page 30

- .2 Install work of this Section securely, in correct location, level, square, plumb, at proper elevations, free of warp or twist.
- .3 Install vapour retarder and air barrier in accordance with reviewed shop drawings to ensure a continuous vapour retarder and air barrier system.
- .4 Secure units by adjustable anchorage devices with allowance for accurate alignment. After alignment, positively lock anchorage devices to prevent movement except design expansion and contraction, seismic, and building sway. Anchors may not impose moments to structure. Conceal all fastenings from view.
- .5 Site located fixings shall be subject to Consultant's review. Perform drilling of steel and drilling of concrete as required to install fixings. Repair concrete chipped by drilling or fixing operations. Concrete drilled anchors only permitted where embeds are missed or incorrect.
- .6 Ensure devices for anchoring frame assemblies have sufficient adjustment to permit correct and accurate alignment. After alignment, positively secure anchorage devices to prevent movement other than those designed for expansion and contraction. Take into consideration climatic conditions prevailing at time of installation.
- .7 Conceal securement devices unless otherwise specified. Should some exposed securement devices be necessary and it can be demonstrated accordingly to satisfaction of Consultant, exposed securement devices shall be same finish and colour of member in which they occur.
- .8 Install aluminum and stone panels in accordance with reviewed shop drawings and manufacturer's written instructions. No exposed fasteners will be permitted.
- .9 Install doors and hardware to reviewed shop drawings and manufacturers' written instructions. Clean and adjust hardware for correct performance.
- .10 Install doors complete with door manufacturer's standard weatherstripping at door frame perimeter. Install weatherstripping throughout entire length and width of doors at jambs and heads.
- .11 Apply isolation coating at 0.8 mm dry film thickness to prevent corrosive or electrolytic action between dissimilar materials such as aluminum to concrete, masonry, galvanized steel and similar conditions.
- .12 Install flashings, closures, and trim pieces.
- .13 Fill voids between EBES framing and adjacent construction with mineral fibre insulation.
- .14 Sealant:
 - .1 Prepare substrate surface and mask as recommended by sealant manufacturer.
 - .2 Install joint backing and sealant at EBES work and perimeter joints where indicated for weather tight installation in accordance with ASTM C1193 and sealant manufacturer's instructions. Tool sealant. Remove excess sealant.

- .3 Prime and seal between frame members and adjacent construction as a part of the work of this Section and in accordance with manufacturer's written requirements.
- .15 Cladding and soffit:
 - .1 Supply and install miscellaneous, additional structural framing members, required to complete soffit and cladding systems, where not indicated on Contract Drawings.
 - .2 Install panels complete with girts, clips, and fasteners, to meet design criteria. Anchor each individual panel over solid backing. Ensure that all penetrations through air/vapour barrier are sealed.
 - .3 Installed panels shall not deviate from overall plane or alignment by more than 1:1000. Joints shall be hairline wherever possible or a maximum of 20 mm where indicated. Joints shall not be wavy, out of line or of different width from panel to panel.
 - .4 Install all metal flashings within and at bottom of metal panel system.
 - .5 Damaged panels, waviness, warp or distortion of finished work will not be accepted.
 - .6 Completed installation shall be free from rattles, wind whistles, noise due to thermal movement and other noises.
 - .7 Seal around all openings and all other locations indicated or required to provide weathertight and watertight seal.
- .16 Stud assembly:
 - .1 Install load-bearing metal studs in accordance with reviewed shop drawings and manufacturer's written instructions.
 - .2 Perform work in accordance with CSSBI 52M. Perform welding in accordance with CSA W59.
- .17 Stone:
 - .1 Install stone in accordance with reviewed shop drawings level, plumb, square and true with uniform joints. Chipped, broken or blemished units will be rejected.
 - .2 Distribute stone units of ranging colour or texture evenly over the entire installation to avoid patches or streaks, to produce a homogeneous blending of all units. If an acceptable pattern or grain direction is apparent, due to natural appearance of stone, or finishing, install units so that pattern or grain is in one direction unless otherwise directed.
 - .3 Provide flush joints, within specified allowable tolerance, at surface between adjacent stone units for full length of joint.
 - .4 Provide chases, reveals, reglets, openings and other spaces as indicated for accommodating contiguous work. Close up openings in stonework after other work is in place with stonework which matches that already set.
 - .5 Accurately and neatly cut, drill and fit stone as required for outlets, fixtures, fittings, and other appurtenances abutting or extending through stone and repair all stone after other Sections have finished. Ensure that service outlets have been located in centre of stone units unless otherwise indicated on the Contract Drawings.

SECTION 08 44 50
EXTERIOR BUILDING ENVELOPE SYSTEM

The One, Toronto
Project No. 14-222

Page 32

- .6 Install weep hole vents in accordance with manufacturer's directions, in exterior wythe of cladding above dampproof courses and flashings and at tops of walls using adhesive. Space weep hole vents maximum 600 mm o.c. horizontally. Prevent weep hole vents from becoming plugged with mortar or debris.
- .7 Apply non-staining sealant immediately after adjoining work is in condition to receive such work in accordance with manufacturer's written instructions. Apply sealant in continuous bead using gun with correctly sized nozzle. Use sufficient pressure to evenly fill joint. Tool sealant to smooth surface, free from ridges, wrinkles, sags, air pockets, embedded impurities, dirt, stains or other defects.
- .18 Revolving doors:
 - .1 Unless otherwise specified, install doors, frame, glazing canopy and enclosure system complete in strict accordance with manufacturer's printed instructions and reviewed shop drawings.
 - .2 Install work plumb, square, level, free from warp, twist and superimposed loads.
 - .3 Do not use wood for shimming or blocking.
 - .4 Secure work adequately and accurately in required position, in manner not restricting thermal movement. Make all provisions for structural movement. Final anchor settings after alignment.
 - .5 Conceal all fixings.
 - .6 Install all hardware, including operating mechanisms and operators for doors. Grout in floor mounted revolving door operating mechanism.
 - .7 Install all related grilles, pans, covers and trim pieces using concealed fasteners. Where indicated, install framing into recesses.
- .19 Louvres:
 - .1 Coordinate framing and anchorage for louvres with other parts of the Work.
 - .2 Install bird screen to inside face of louvres.
 - .3 Install louvres in accordance with manufacturer's instructions and accepted shop drawings. Securely anchor into opening.
 - .4 Install blank-off panels as necessary to accommodate mechanical Work, fasten securely.
 - .5 Seal louvre and blank-off panel perimeter with sealant and joint backing for weather tight seal.
- .20 Remove damaged or unacceptable Products and assemblies from Site and replace to Consultant's acceptance.
- .21 Adjust operable parts for correct function.
- .22 Leave final installation water, air and weathertight.

3.4 INSTALLATION TOLERANCES

- .1 Tolerances: Non-cumulative.
- .2 Maximum variation from plumb: 1.5 mm/3 m non-cumulative or 12 mm/30 m, whichever is less.

- .3 Maximum variation in any column-to-column space or 6 m run: 3 mm.
- .4 Vertical and horizontal positions: +/- 3 mm.
- .5 Racking on face: 6 mm, nil in elevation.
- .6 Construction joint tolerance: 20 mm, +/- 5 mm.

3.5 **ADJUSTING AND TOUCH-UP**

- .1 Inspect all EBES work for damage and correct damage found.
- .2 Remove damaged or unacceptable Products and assemblies from Site and replace to Consultant's acceptance.
- .3 Where permitted by Consultant, touch-up minor scratches, abrasions and other minor defects in specified finish to satisfaction of Consultant. If defects cannot be touched up to satisfaction of Consultant, replace defective part at no additional cost to Owner.
- .4 Remove protecting coatings, stains and foreign matter from exposed, exterior and interior surfaces of work.

3.6 **CLEANING**

- .1 Maintain EBES work, inside and outside, in clean condition during installation until final inspection. Leave protective coverings on interior surfaces.
- .2 Immediately remove sealant, compound droppings, etc. from finished surfaces.
- .3 Remove labels, protective material, and glass presence markers from prefinished surfaces.
- .4 Clean EBES work and glazing with cleaning agents and methods in accordance with manufacturer's written instructions and AAMA 609 and 610.


END OF SECTION

This is Exhibit "B" referred to in the
Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits *(or as may be)*

SETTLEMENT AGREEMENT

BETWEEN

MIZRAHI INC. ("**Mizrahi**")

AND

GAMMA WINDOWS AND WALLS INTERNATIONAL INC. ("**Gamma**")

made as of June 8, 2023

WHEREAS Mizrahi as "Contractor" and Gamma as "Subcontractor" entered into a written subcontract agreement dated May 17, 2019 for the Exterior Building Envelope System – Preconstruction, VMU, PMU and all supply and installation up to and including level 18 ("**Subcontract #1**") of The One Project located at 1 Bloor Street West, Toronto, Ontario (the "**Project**") for an initial price of \$47,084,345 (plus HST);

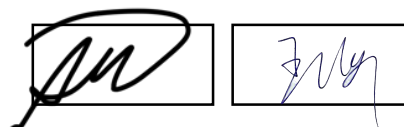
AND WHEREAS the current price of Subcontract #1, as amended by all Change Orders agreed to prior to the date of this Settlement Agreement, is \$46,451,072.30 (plus HST) ("**Subcontract Price for Subcontract #1**");

AND WHEREAS Mizrahi as "Contractor" and Gamma as "Subcontractor" entered into a written subcontract agreement dated May 17, 2019 for the Exterior Building Envelope System – Supply and Installation from Level 19 to the top of the building ("**Subcontract #2**") of the Project for an initial price of \$42,494,689 (plus HST);

AND WHEREAS Subcontract #1 and Subcontract #2 are referred to herein collectively as the "**Subcontracts**", and any capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Subcontracts;

AND WHEREAS disputes have arisen on the Project, including instances where the parties hereto have issued Notices in Writing of Dispute or Default to the other further to the Subcontracts (collectively "**Disputes**"), which the parties hereto now wish to resolve through the full and final settlement as set out in this Settlement Agreement;

AND WHEREAS on or about November 28, 2022, Gamma issued a Notice in Writing pursuant to SCC 6.6.1 of the Subcontracts, seeking \$15,452,553 (plus HST) of compensation and cost escalation in respect of Subcontract #1, and advising of an estimated claim of \$22,000,000

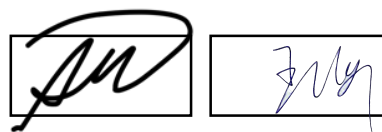


(plus HST) of compensation and cost escalations for Subcontract #2 for a claim yet to be made (collectively, the “**Gamma November 28, 2022 Claims**”);

AND WHEREAS the parties intend to achieve full and final settlement of all matters to the date hereof including, but not limited to, the Disputes and Gamma November 28, 2022 Claims by descope portions of Gamma’s Subcontract Work under Subcontract #1, cancelling Subcontract #2 in its entirety, mutually releasing each other from all claims to the date hereof and setting out the framework and timing for the withdrawal of Gamma’s forces from the Project;

THEREFORE in consideration of the payment by each of the parties to the other of the sum of \$10.00 (TEN DOLLARS), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties irrevocably acknowledge, Mizrahi and Gamma agree as follows:

1. The recitals above are true and accurate and form part of this Settlement Agreement.
2. Gamma and Mizrahi agree to descope the Subcontract Work for Subcontract #1 as detailed in the summary attached as **Annex “A”** and agree to deduct the amount of \$15,166,351.23 from the Subcontract Price for Subcontract #1. For clarity, the descoped work is only that work as expressly described herein and/or listed in **Annex “A”** that has specifically been identified as being descoped and which has been assigned a “Descope Amount” and only to the extent such items are descoped, as set out in the corresponding “Comment” for such work (“**Descoped Work**”).
3. Subject to the terms of this Settlement Agreement, Gamma shall complete the remaining Subcontract #1 Subcontract Work in its entirety, up to and including Level 18, as follows:
 - a. Gamma shall complete all Subcontract Work set out in **Annex “A”** that is not Descoped Work. For clarity, this shall include, but not be limited to completing the top of the curtain wall, the anchors, supply (but not installation) of railing



anchors, air seals, and coping (specifically, coping above the West Core V-Wall only);

- b. Gamma shall supply the wall systems and doors for Levels 17 and 18, excluding the acoustic louvers. Mizrahi shall arrange for the supply and installation of the acoustic louvers at its own expense;
- c. Gamma shall not be responsible for the installation of the louver wall system on Levels 17 and 18, or the supply and installation of the soffits on the underside of level 19, or the supply and installation of the cladding systems on the Mega Columns on Levels 17 and 18, as this forms part of the Descoped Work;
- d. Subcontract #1 included the supply and installation of railing anchors, glass and other railing components at L17, West Core Link, the L6 Amenity Terrace and the L3 Heritage Roof. This work has been descoped in accordance with the matrix below:

Railing Area	Scope	Anchor	Components	Glass
L17 Mechanical Level	Supply	Gamma	Gamma	Mizrahi
L17 Mechanical Level	Install	Mizrahi	Mizrahi	Mizrahi
West Core Link Roof	Supply	Gamma	Gamma	Gamma
West Core Link Roof	Install	Mizrahi	Mizrahi	Mizrahi
L6 Amenity Terrace	Supply	Gamma	Gamma	Mizrahi
L6 Amenity Terrace	Install	Gamma	Mizrahi	Mizrahi
L3 at Heritage Roof	Supply	Mizrahi	Mizrahi	Mizrahi
L3 at Heritage Roof	Install	Mizrahi	Mizrahi	Mizrahi

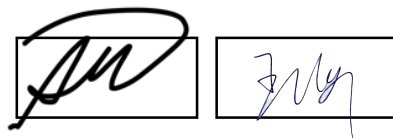
Accordingly, the only railing-related installation for which Gamma remains responsible are the anchors at L6 which the parties acknowledge has been completed. Gamma is not responsible for the supply or installation of any coping adjacent to the railings. Mizrahi shall arrange for all other railing installation and all supply in accordance with the above matrix at its own expense;

- e. For all items that Gamma is responsible for supplying but not installing, Gamma shall ensure that such items are supplied with all ancillary information



reasonably required, including but not limited to tag drawings, installation instructions and packing lists;

- f. Gamma shall replace the damaged V-wall fin on the north elevation, at Gamma's own cost; and
 - g. Gamma shall remedy all other outstanding deficiencies, including those noted in the RJC inspections, and complete the Subcontract Work to the reasonable satisfaction of the Consultants and Architects.
 - h. Mizrahi will pay Gamma \$8,000,000.00 plus HST (the "**Settlement Payment**") in accordance with the "Gamma Milestone Payment Schedule" attached as **Annex "B"**. The amounts set out in each line of Annex "B" and the corresponding payment thereunder shall each be a "**Milestone Payment**". With the exception of the Milestone Payments set out at lines 1 and 4 of Annex "B", which shall be paid within 5 Working Days upon receipt by Mizrahi of the files, drawings and information referred to therein, the balance of the Milestone Payments in Annex "B" shall be applied for by Gamma as part of its monthly payment application upon completion of that item, and shall be paid in accordance with the payment provisions of the Subcontract but not subject to holdback. For greater certainty, Gamma shall be required to fully complete each item in Annex "B", but shall not be required to correct deficiencies in order to apply for the relevant Milestone Payment; if the parties cannot agree on whether a line item has been fully completed, or on the extent of any deficiencies, they shall refer the matter to the Consultant for a determination, which shall be binding on the parties.
4. The Settlement Payment, once paid in full, shall constitute full compensation for the Gamma November 28, 2022 Claims, and will be a full and final release by Gamma of any and all of its claims related to this Project for the Subcontracts.
 5. With respect to the list of "additional reimbursements" presented to Mizrahi by Gamma at the parties' meeting on April 25, 2023 for which Gamma requested compensation in the amount of \$2,996,000.00 plus HST (the "**Reimbursement Claim**"), Mizrahi and

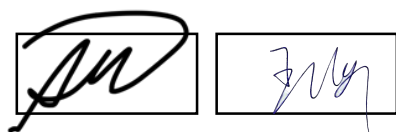


Gamma have agreed to settle this claim for the all-inclusive amount of \$1,800,000 plus HST (the “**Reimbursement Claim Final Amount**”), as follows:

- a. Mizrahi shall pay Gamma the Reimbursement Claim Final Amount within 5 Working Days from Gamma delivering the files, drawings and information set out in paragraph 6(a) and line 1 of Annex “B”;
- b. Gamma’s Reimbursement Claim requested \$461,000.00 for the supply of the glass for Levels 19 to 36, currently in storage in Singapore. This amount has been included in the Reimbursement Claim Final Amount. Upon the payment of the Reimbursement Claim Final Amount, Gamma shall provide a full list of all glass in storage and transfer ownership of all glass for Levels 19 to 36 to Mizrahi. Gamma shall pay for all storage and related costs for this item up to the time of transfer of ownership to Mizrahi, after which Mizrahi will take over any storage costs directly with the storage company in Singapore;
- c. Gamma shall provide all backup information for the Reimbursement Claim for Mizrahi to review. This shall not affect the Reimbursement Claim Final Amount nor the timing for payment of same in any way; and
- d. As consideration for the reduction of the Reimbursement Claim and the parties’ agreement that Gamma shall only be paid the Reimbursement Claim Final Amount, Mizrahi shall release its claim for the loss of the bronze substrate glass set out in its July 21, 2022 Notice of Default and January 19, 2023 Final Notice of Default to Gamma.

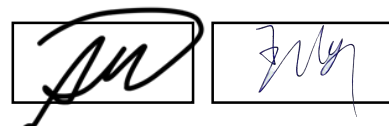
6. Gamma shall provide to Mizrahi:

- a. Immediately upon the execution of this Settlement Agreement and in their current state, all engineering drawings, shop drawings, stamped drawings and calculations, and shall provide a complete copy of the BIM model, AutoCAD and Revit files up to and including L56, including current and complete copies of the shop drawings and die drawings, following which Gamma shall receive the Milestone Payments referred to in line 1 of Annex “B”;
- b. In respect of L57 to L78, all engineering drawings, shop drawings, stamped drawings and calculations, when such drawings have reached either “A” or “B” status and shall provide a complete copy of the BIM model, AutoCAD and Revit files for L57 to L78, including current and complete copies of the shop

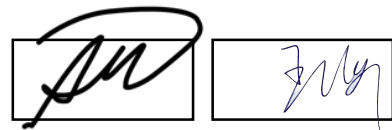


drawings and die drawings, following which Gamma shall receive the Milestone Payment referred to in line 4 of Annex “B”;

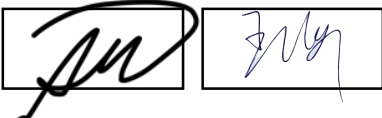
- c. By June 25, 2023, the first iteration or issue of all material take-offs/material orders and fabrication releases for Levels 19 to 36, including the frame, part, and assembly Inventor models, following which Gamma shall receive the Milestone Payment referred to in line 2 of Annex “B”;
 - d. By July 25, 2023, the first iteration or issue of all material take-offs/material orders and fabrication releases for Levels 39 to 56, including the frame, part, and assembly Inventor models, following which Gamma shall receive the Milestone Payment referred to in line 3 of Annex “B”; however, if all such items are ready and submitted by June 25, 2023, payment will be made by June 30, 2023.
7. Mizrahi understands and agrees that the files, drawings and information provided pursuant to paragraph 6 (the “**Project Data**”), may in certain instances be in progress and require review and confirmation prior to and during the production process for which Mizrahi will be responsible, with Gamma’s support as described below. Gamma shall make best efforts to ensure that it provides the Project Data in a usable state, free of patent errors, omissions or design flaws. Gamma further agrees to provide open access to their engineering and shop drawing team assigned to this Project (and specifically shall not terminate or reassign Rebecca Li and Frank Sun) throughout the balance of the Project in order to provide support to Mizrahi until all Subcontract Work under Subcontract #1 as descoped herein is complete, installed and accepted on-site. The parties acknowledge and agree that at least one complete update of the Project Data shall be required, which shall require the ongoing support of Gamma’s engineering and shop drawing team. For clarity, Gamma agrees that following the first submission Gamma shall only provide support and consultation. Mizrahi agrees to hold Gamma harmless from any and all claims or damages arising from Mizrahi’s use of the Project Data as set out above.
8. Mizrahi and Gamma mutually agree to cancel and terminate Subcontract #2 and hereby release each other from any claims, costs, or damages related to Subcontract #1 and Subcontract #2 to the date hereof, including but not limited to the Gamma November 28, 2022 Claims and any Disputes. The following shall not be released herein:
- a. Any obligations pursuant to this Settlement Agreement;
 - b. Payment of any certified progress payments; and



- c. Payment of any holdback due or hereafter due.
9. Mizrahi shall obtain its own cmExe license. Upon doing so, Gamma shall agree to CadMakers transferring a copy of its cmExe data files for the Project. Mizrahi shall receive the data and pay the ongoing fees from this supplier.
 10. Upon completion of the installation for Subcontract #1 as descoped herein:
 - a. Gamma shall provide a list to Mizrahi of all remaining material for the Project located in its shop in Alden, NY, and a cost breakdown of same. Mizrahi shall review the list and costs and shall, should it choose to and at its sole discretion, arrange with Gamma for the purchase of said material and packing and delivery to Mizrahi's storage at EP Terminals Inc. o/a "Paddock";
 - b. Gamma shall also provide a list of all suppliers for the curtain wall components that were used for Levels 3 to 16 along with the name of the items/parts provided within 5 Working Days of the signing of this agreement.
 11. Prior to the release of the last holdback payment, Gamma shall ensure that its accounts with its sub-subcontractors, suppliers and service providers (the "**Gamma Subs**") for all Subcontract Work under Subcontract #1 have been resolved, and all undisputed payments made. Gamma shall provide proof of payments to all major Gamma Subs (PO amounts over \$100,000) and a Statutory Declaration. Any amounts under dispute shall be fully documented and Mizrahi shall be notified of such disputed payments.
 12. Gamma shall make efforts to, at no cost to Mizrahi, terminate all agreements it has with the Gamma Subs for Subcontract Work which has been descoped, cancelled or completed to date (the Gamma Subs for which all agreements have been terminated shall hereafter be referred to as "Gamma Terminated Subs"). Alternatively, Gamma shall assign the agreements to Mizrahi, should Mizrahi and the Gamma Terminated Subs so advise and assignment is permitted under the agreement(s). Further, Gamma agrees to permit all Gamma Terminated Subs to deal directly with Mizrahi, and to confirm same in writing to all Gamma Terminated Subs. Gamma shall release all of the Gamma Terminated Subs from claims of any kind which Gamma has, or may have against the Gamma Terminated Subs pursuant to any agreement(s) between them or in connection with the Project. In the event any such claim is asserted, Gamma shall immediately discontinue such claim and shall indemnify and hold harmless the Gamma Terminated Subs and Mizrahi. Should any supplier choose to sue Gamma for anything regarding this project, Mizrahi understands that Gamma has the right to defend and counter-sue.



13. Gamma shall provide an accounting reconciliation for the supply of embeds yet to be supplied to the Project and those delivered to the Place of the Work. Mizrahi shall pay to Gamma its costs of embeds and box-outs for L19 up through L33, and their associated costs (including crating and shipping), plus 15% mark-up, plus HST. Gamma shall make best efforts to assist Mizrahi to obtain an assignment of the balance of the contract for the supply of embeds and box-outs for the balance of the Project.
14. Gamma will provide to Mizrahi the Davits on this Project that they have acquired for the field installation work upon Mizrahi paying \$40,000 plus HST for the costs of the same.
15. Mizrahi agrees that Gamma may apply for the early release of holdback for Subcontract #1 as descoped herein, once that portion of the Subcontract Work as descoped herein to which the holdback relates has been fully completed. For greater certainty:
 - a. For Subcontract Work under Subcontract #1 that has already been completed or is now deemed to be completed as a result of this Settlement Agreement, Gamma shall be entitled to apply for early release of holdback immediately following the execution of this Settlement Agreement; and
 - b. For all remaining Subcontract Work under Subcontract #1 (as amended by this Settlement Agreement and descoped herein) that has yet to be completed, Gamma shall be entitled to apply for early release of holdback when such Subcontract Work is completed; however, if in the Consultant's opinion there are any deficiencies in respect of this work, Mizrahi shall be entitled to withhold an amount that is sufficient to correct such deficiencies, as assessed by the Consultant.
16. Gamma's request(s) for the early release of holdback shall be included with its monthly payment application, and shall be certified and paid as a regular progress payment in accordance with the payment provisions of the Subcontract set out in ARTICLE 6 – PAYMENT.
17. Mizrahi and Gamma agree to the completion schedule "The One – Lookahead Schedule 23-06-01" issued on June 2nd, 2023 for Subcontract #1 (the "**Completion Schedule**"), which schedule shall form part of this Settlement Agreement. The Completion Schedule shall be reviewed weekly and updated to reflect current status and coordination with other Project activities. The Completion Schedule shall also track Gamma's progress and shall be revised as necessary. Upon issuance of any update to the Completion Schedule, Gamma shall have 3 Working Days to review and comment. However, and for clarity, while it is desired by both parties that the Subcontract Work be completed as promptly



as possible according to the Completion Schedule and any updates, neither party shall be entitled to claim for any costs or damages resultant from any updates to the Completion Schedule nor alleged delay by either party.

18. While both parties agree that Gamma's Subcontract Work under Subcontract #1 as descoped herein shall be complete by October 31, 2023, if Gamma is unable to commence any part of its Subcontract Work for any line item in Annex "A" on or before September 30, 2023 due to the actions of Mizrahi or any of Mizrahi's other subcontractors, and in the Consultant's opinion such Subcontract Work cannot be completed by October 31, 2023, then, at Gamma's option, Gamma may supply but not install the material for such line items in Annex "A" and in this event:
 - a. The parties shall make appropriate changes to Annex "A" and the Subcontract Price for Subcontract #1 to descope and delete the costs of installation (or partial installation), which reconciliation shall be made with reference to the values set out in Annex "A"; and
 - b. If Gamma meets all the other requirements of this Settlement Agreement (with exception of deficiencies as set out in paragraph 3(h) and is not in default under the Subcontract, it shall be entitled to receive the full amount of the Milestone Payment(s) for the corresponding line item(s) in Annex "B", which shall be made by no later than October 31, 2023.
19. The parties agree that this Settlement Agreement is binding and of full force and effect. In the event of a conflict between the terms of this Settlement Agreement and the provisions of Subcontract #1 or Subcontract #2, the terms of this Settlement Agreement shall govern.
20. The parties agree that this Settlement Agreement is being entered into freely and voluntarily and that it is binding on each Party's officers, directors, employees, agents, representatives, affiliates, subsidiaries, administrators, trustees, predecessors, successors, assigns or shareholders, as applicable.
21. This Settlement Agreement forms the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior negotiations and understandings. Any amendment to this Settlement Agreement or waiver of any provisions to this Settlement Agreement must be in writing and signed by the parties hereto.



22. The parties agree to execute such further documents as may be required to give effect to this Settlement Agreement.
23. This Settlement Agreement may be executed in counterparts, each of which executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.
24. This Settlement Agreement may be transmitted by email and electronic signatures and reproduction of signatures or initials by scanning or electronic signature shall be treated as binding as if originals.
25. The undersigned each certify that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to legally bind such party to all terms and conditions of this Settlement Agreement.
26. The parties acknowledge having obtained independent legal advice from their own respective lawyers with respect to the review of the terms of this Settlement Agreement prior to its execution, and further acknowledge that they understand the terms, and their respective rights and obligations under this Settlement Agreement.
27. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the Canada and the Province of Ontario.
28. Any controversy, dispute or claim arising out of or relating to this Settlement Agreement, or the breach thereof, shall be finally determined in accordance with the procedures and provisions set out in PART 8 – DISPUTE RESOLUTION of the Subcontracts.

Mizrahi Inc.



Name: Sam Mizrahi

Title: President

Date: 2023-06-08

I have authority to bind the corporation

Gamma Windows and Walls
International Inc.



Name: Harry Wang

Title: Director

Date: 2023-06-08

I have authority to bind the corporation

Annex 'A'

Contract 1 Descope Summary (May 25, 2023)						
Scope	Item	Description	Schedule of Values	Tot. Comp. and Stored to Date	Desclope Amount	Comments
Other	1	Visual Mock-Ups - Supply and Install at Manufacturer's Site	\$ 317,500.00	\$ 317,500.00	\$ -	
Other	2	Performance Mock-Up - Production and Supply of Fabricated Material to Test Lab	\$ 997,437.00	\$ 997,437.00	\$ -	
Other	3	Performance Mock-Up - Installation and Close-In, Glass Replacement Before Testing as Needed	\$ 100,650.00	\$ 100,650.00	\$ -	
Other	4	Performance Mock-Up - Testing as per Specifications Including Laboratory Report	\$ 164,700.00	\$ 164,700.00	\$ -	
Other	5	Performance Mock-Up - Disassembly and Disposal	\$ 50,000.00	\$ 50,000.00	\$ -	
Other	6	Field Testing - Four (4) Field Tests as per provided Project Test and Evaluation Reports	\$ 68,500.00	\$ -	\$ -	
Engineering	7	Design Assist, Shop Drawings and Submittals	\$ 353,654.00	\$ 353,654.00	\$ -	
Engineering	8	Design Assist Costs	\$ 243,000.00	\$ 243,000.00	\$ -	
Engineering	9	Shop Drawings - VMU, Unstamped	\$ 67,277.00	\$ 67,277.00	\$ -	
Engineering	10	Shop Drawings - PMU, Unstamped	\$ 93,472.00	\$ 93,472.00	\$ -	
Engineering	11	Thermal and Structural Calculations - PMU, Unstamped	\$ 29,756.00	\$ 29,756.00	\$ -	
Engineering	12	Shop Drawings and Calculations - PMU, Stamped - Issued for Construction	\$ 53,488.00	\$ 53,488.00	\$ -	
Engineering	13	Shop Drawings - Project, Unstamped (crediting balance of Riverside only)	\$ 1,587,844.00	\$ 1,349,667.40	\$ 17,298.00	Desclope of balance of RG engineering, Phase 2 Doors and Interior Screens and Crown/Winter Garden/Wind Screens
Engineering	14	Thermal and Structural Calculations - Project, Unstamped (crediting balance of Riverside only)	\$ 509,424.00	\$ 407,539.20	\$ 28,875.00	Desclope of balance of RG engineering, Phase 2 Doors and Interior Screens and Crown/Winter Garden/Wind Screens
Engineering	15	Shop Drawings - Project, Stamped - Issued for Construction (crediting balance of Riverside only)	\$ 384,024.00	\$ 257,296.08	\$ 44,800.00	Desclope of balance of RG engineering, Phase 2 Doors and Interior Screens and Crown/Winter Garden/Wind Screens
Engineering	16	Thermal and Structural Calculations - Project, Stamped - Issued for Construction (crediting balance of Riverside only)	\$ 218,825.00	\$ 146,612.75	\$ 24,550.00	Desclope of balance of RG engineering, Phase 2 Doors and Interior Screens and Crown/Winter Garden/Wind Screens
Other	17	Project Die Costs for Alum. & Gasket Profiles (Design Drawings, Tooling, Samples)	\$ 487,000.00	\$ 487,000.00	\$ -	
Cladding	18	Coil-Coated Durabrite Brushed Aluminum Material for VMU & PMU (Single Batch)	\$ 412,610.00	\$ 412,610.00	\$ -	
Cladding	19	Coil-Coated Durabrite Brushed Aluminum Material for Panel Cladding Systems (Single Batch)	\$ 9,155,063.00	\$ -	\$ 9,155,063.00	
Other	20	Bronze Substrate for VMU & PMU (Single Batch)	\$ 28,500.00	\$ 28,500.00	\$ -	
Other	21	Bronze Substrate for Project Glass (Single Batch)	\$ 1,425,000.00	\$ 1,425,000.00	\$ -	
Other	22	Mobilization On-Site	\$ 149,500.00	\$ 149,500.00	\$ -	
Unitized	23	Unitized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings (Per Addendum #5) - Supply	\$ 5,081,655.00	\$ 5,081,655.00	\$ -	All stool trims are to be supplied fabricated as per shop drawings, Gamma to install all stool trims
Unitized	24	Unitized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings (Per Addendum #5) - Install	\$ 523,165.00	\$ -	\$ -	All stool trims are to be supplied fabricated as per shop drawings, Gamma to install all stool trims
Unitized	24.1	Unitized Curtain Wall System - Tower, L7 to L16 Hoist Bay Installation	\$ -	\$ -	\$ 66,000.00	
Unitized	25	Structural Silicone Glazing System - Main Entrances, North and South - Supply	\$ 143,836.00	\$ 100,685.20	\$ -	Crane tie-back frames will be installed, 5 frame wide hoist bay locations
Unitized	26	Structural Silicone Glazing System - Main Entrances, North and South - Install	\$ 15,041.00	\$ -	\$ -	
Unitized	27	Unitized Curtain Wall System - West Core Bridge - Supply	\$ 282,920.00	\$ 198,044.00	\$ -	
Unitized	28	Unitized Curtain Wall System - West Core Bridge - Install	\$ 28,292.00	\$ -	\$ -	
Unitized	29	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed - Supply	\$ 2,497,927.00	\$ 2,497,927.00	\$ -	
Unitized	30	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed - Install	\$ 240,807.00	\$ 216,726.30	\$ -	
Unitized	30.1	Unitized Curtain Wall System - South Podium Hoist Bay Installation	\$ -	\$ -	\$ 23,000.00	Hoist bay locations to be supply-only
Unitized	31	Structural Silicone Glazing System - Yonge Street Storefronts - Supply	\$ 79,051.00	\$ 39,525.50	\$ -	
Unitized	32	Structural Silicone Glazing System - Yonge Street Storefronts - Install	\$ 10,569.00	\$ -	\$ -	
Unitized	33	Steel Frame Toggle System - Yonge Street Retail - Supply	\$ 129,726.00	\$ 116,753.40	\$ -	
Unitized	34	Steel Frame Toggle System - Yonge Street Retail - Install	\$ 9,724.00	\$ 8,751.60	\$ -	
Cladding	35	Exterior Panel Cladding Systems - L3 to L16: Mega Columns Curtain Wall - Supply	\$ 1,158,579.00	\$ 1,158,579.00	\$ -	
Cladding	36	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids - Install	\$ 466,367.00	\$ 69,955.05	\$ -	
Cladding	37	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area - Supply	\$ 96,846.00	\$ -	\$ 96,846.00	Current as of April 30
Cladding	38	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area - Install	\$ 258,500.00	\$ -	\$ 258,500.00	Current as of April 30
Cladding	39	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls - Supply	\$ 114,063.00	\$ -	\$ 114,063.00	Current as of April 30
Cladding	40	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls - Install	\$ 532,070.00	\$ -	\$ 532,070.00	Current as of April 30
Other	41	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated - Supply	\$ 4,004,642.00	\$ 4,004,642.00	\$ -	
Other	42	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated - Install	\$ 1,467,400.00	\$ 380,056.60	\$ -	
Unitized	43	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns - Supply	\$ 840,418.00	\$ 98,532.50	\$ 31,456.61	Desclope of supply of louvre blades at acoustic louvre areas
Unitized	44	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns - Install	\$ 156,750.00	\$ -	\$ 156,750.00	Desclope all installation of Mechanical Level louvre system
Unitized	45	Windows - Heritage Façade - Supply	\$ 16,834.00	\$ 16,834.00	\$ -	
Unitized	46	Windows - Heritage Façade - Install	\$ 2,652.00	\$ -	\$ -	
Unitized	47	Unitized Curtain Wall System - Podium, High-Span - Supply	\$ 2,575,046.00	\$ 2,575,046.00	\$ -	
Unitized	48	Unitized Curtain Wall System - Podium, High-Span - Install	\$ 242,264.00	\$ 218,037.60	\$ -	
Cladding	49	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule - Supply	\$ 40,824.00	\$ -	\$ 40,824.00	Current as of April 30
Cladding	50	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule - Install	\$ 207,900.00	\$ -	\$ 207,900.00	Current as of April 30
Cladding	51	Cladding Soffit - South Podium Drop-Off - Supply	\$ 40,996.00	\$ -	\$ 40,996.00	Current as of April 30
Cladding	52	Cladding Soffit - South Podium Drop-Off - Install	\$ 291,060.00	\$ -	\$ 291,060.00	Current as of April 30
Cladding	53	Cladding Soffit - L18 Mechanical Level - Supply	\$ 144,100.00	\$ 30,404.00	\$ 113,696.00	Current as of April 30
Cladding	54	Cladding Soffit - L18 Mechanical Level - Install	\$ 223,575.00	\$ -	\$ 223,575.00	
Cladding	55	IWS-901 Interior Panel Cladding Systems - P1 to L6: Hangers; Metal Columns SUPPLY	\$ 469,296.00	\$ 220,561.40	\$ 248,734.60	Current as of April 30
Cladding	56	IWS-901 Interior Panel Cladding Systems - P1 to L6: Hangers; Metal Columns INSTALL	\$ 1,839,200.00	\$ 698,720.00	\$ 1,140,480.00	Current as of April 30
Cladding	57	IWS-901 Interior Panel Cladding Systems - L7 to L16: Diagonal Steel SUPPLY	\$ 180,000.00	\$ -	\$ 180,000.00	
Cladding	58	IWS-901 Interior Panel Cladding Systems - L7 to L16: Diagonal Steel INSTALL	\$ 20,000.00	\$ -	\$ 20,000.00	
Cladding	59	IWS-901 Interior Panel Cladding Systems - L7 to L16: Corner Columns SUPPLY	\$ 38,571.00	\$ -	\$ 38,571.00	
Cladding	60	IWS-901 Interior Panel Cladding Systems - L7 to L16: Corner Columns INSTALL	\$ 4,286.00	\$ -	\$ 4,286.00	
Cladding	61	IWS-901 Interior Panel Cladding Systems - L7 to L16: Mega Columns SUPPLY	\$ 270,000.00	\$ -	\$ 270,000.00	
Cladding	62	IWS-901 Interior Panel Cladding Systems - L7 to L16: Mega Columns INSTALL	\$ 30,000.00	\$ -	\$ 30,000.00	
Other	63	IWS-902 Interior Panel Cladding Systems - West Core Lobby SUPPLY	\$ 673,676.00	\$ 673,676.00	\$ -	
Other	64	IWS-902 Interior Panel Cladding Systems - West Core Lobby INSTALL	\$ 242,000.00	\$ -	\$ -	
Doors	65	Interior Glass Screen Walls, Podium SUPPLY	\$ 93,771.00	\$ -	\$ 38,258.00	Desclope of all interior glass screens except for SP1-01, SP1-04, SP1-06, SC-01, SC-02, SC-03, SC-04, SC-05 as shown on Sept. 15, 2021 Record Set
Doors	66	Interior Glass Screen Walls, Podium INSTALL	\$ 66,325.00	\$ -	\$ 66,325.00	Desclope of installation of all interior glass screens
Doors	67	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) SUPPLY	\$ 48,082.00	\$ -	\$ -	
Doors	67.1	Interior Glass Doors (2 Singles and 7 Pairs (Keeping 1 Pair DC-21 - Total of 2 Leafs Only))	\$ -	\$ -	\$ 42,739.55	Desclope all doors except DC-21
Doors	68	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) INSTALL	\$ 12,020.00	\$ -	\$ -	
Doors	68.1	Interior Glass Doors (2 Singles and 7 Pairs (Keeping 1 Pair DC-21 - Total of 2 Leafs Only) INSTALL	\$ -	\$ -	\$ 10,684.44	Desclope all doors except DC-21
Doors	69	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs SUPPLY	\$ 34,726.00	\$ -	\$ -	Gamma scope: DG-16a, DG-16c, DG-SG, DG-Sfa, DG-16b, DG-16d, DG-
Doors	70	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs INSTALL	\$ 8,681.00	\$ -	\$ -	Gamma scope: DG-16a, DG-16c, DG-SG, DG-Sfa, DG-16b, DG-16d, DG-
Doors	71	Revolving Doors - Main Entrances, Supplied and Installed	\$ 260,625.00	\$ -	\$ -	Gamma to pay supplier in full and bill in full, then assign contract over to
Guardrails	72	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor SUPPLY (Deleting Glass Only)	\$ 230,057.00	\$ -	\$ 76,000.00	Desclope supply of railing glass on L17. Desclope 3rd floor railing system completely
Guardrails	73	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor INSTALL (Deleting Glass Only)	\$ 46,495.00	\$ -	\$ 46,495.00	Desclope of all installation of these balustrade systems
Guardrails	74	Balustrade System - South Podium, L6 SUPPLY (Deleting Glass and Top Cap Only)	\$ 143,863.00	\$ -	\$ 60,000.00	Desclope supply of railing glass on L6
Guardrails	75	Balustrade System - South Podium, L6 INSTALL (Deleting Glass and Top Cap Only)	\$ 29,075.00	\$ -	\$ 15,000.00	Desclope installation of all remaining work (steel anchors complete)
Cladding	76	Retail - Supply and Install Exterior Cladding at North Retail Tenant Area	\$ 865,760.00	\$ 713,179.50	\$ 152,580.50	Desclope of remaining balance
Other	77	CE #069 Allowance: Architectural DSI-001 - Below Grade Arch Changes dates 2018.11.30	\$ 78,404.00	\$ 3,225.00	\$ 75,179.00	
Other	78	CE #072 - Allowance: Arch DCCN-003 - Yonge Street Façade	\$ 212,364.00	\$ 106,182.00	\$ 106,182.00	
Other	79	CE #074 - Allowance: Arch DCCN-004 - Garage Entrance Canopy	\$ 890,266.00	\$ 56,443.00	\$ 833,823.00	Desclope balance of Allowance
Other	80	CE #077 - Allowance: Temporary Sixth Floor Overhead Protection	\$ 637,000.00	\$ 637,000.00	\$ -	
Doors	81	CE #095 - Allowance: Gamma Scope Glass Door Hardware Supply - Phase 1	\$ 484,300.00	\$ 149,406.23	\$ 334,893.77	
Other	82	Shop Drawings - Project Phase 1, As-Built, Stamped	\$ 114,679.00	\$ -	\$ -	
Other	83	Phase 1 De-Mobilization (Including Close-Out Documents)(Descoping Riverside Portion Only)	\$ 40,000.00	\$ -	\$ 13,333.00	

Contract 1 Descope Summary (May 25, 2023)						
Scope	Item	Description	Schedule of Values	Tot. Comp. and Stored to Date	Descope Amount	Comments
Other	84	Allowance: Owner, Construction Manager, Architects and Consultants Travel Expenses Related to Out of Town De	\$ 200,000.00	\$ 187,582.29	\$ 12,417.71	Current as of April 30
Other	85	South Podium glazing system and location of mechanical louvers.	\$ 71,720.00	\$ 12,192.40	\$ -	
Cladding	86	CE 152 (DCCN 13) & CE 218 (Durabrite Credit)	\$ -	\$ -	\$ 84,829.00	Descope of RG credit item in this C/O = net add to Gamma contract for Gamma's scope of work
Cladding	87	CE 191 (CCN 21) & CE 253 (DCCN 26)	\$ 5,455.00	\$ -	\$ 29,847.50	Descope of RG item in this C/O
Cladding	88	North Tenant Retail Encloser	\$ 7,013.00	\$ -	\$ 7,013.00	Descope of RG item in this C/O
Other	89	Insulation at Head of North Tenant Retail Option 1	\$ 19,398.00	\$ 19,398.00	\$ -	
Other	90	RIC PMU #2 Recovery Credit	\$ 19,500.00	\$ 19,500.00	\$ -	
Other	91	DCCN No.07 - Lobby Entrance Update (ROM from email)	\$ 228,007.00	\$ -	\$ -	
Other	92	Revision South Elevation	\$ 3,721.00	\$ 3,721.00	\$ -	
Other	93	Revised Datum Line to Suit Parapet Elevations at 766 Yonge Street	\$ 4,287.00	\$ 4,287.00	\$ -	
Cladding	94	Revision to louvers CACF Room	\$ 1,628.00	\$ -	\$ 1,628.00	Descope of RG item in this C/O
Cladding	95	Update Louvers Porte-Cochere	\$ 1,622.00	\$ -	\$ 1,622.00	Descope of RG item in this C/O
Other	96	Revision to Level 2, 3, 4 and 5 Mechanical Room and Gas Meter	\$ 11,538.00	\$ -	\$ -	
Other	97	Update to Heritage Wood Windows	\$ 4,658.00	\$ 4,658.00	\$ -	
Other	98	RIC PMU #3 Cost	\$ 37,000.00	\$ 37,000.00	\$ -	
Other	99	RIC PMU #2 Credit	\$ 7,000.00	\$ 7,000.00	\$ -	
Other	100	RIC PMU #3 Cost	\$ 20,875.00	\$ 20,875.00	\$ -	
Other	101	Todd Hallam - February expense remittance	\$ 182.81	\$ 182.81	\$ -	
Cladding	102	DSI 58 R1 - Hotel Mechanical Vents at L05 & L06	\$ 89,563.00	\$ 89,563.00	\$ -	
Cladding	103	CD-CCN 22 R1 - Removal of IWS-902 from Levels P-1, Concourse, 3, 4, 5 and 6	\$ 533,643.00	\$ 400,232.25	\$ 111,033.00	Descope of RG credit item in this C/O = net add to Gamma contract for Gamma's scope of work
Other	104	CCN 33 R1 Stack-Effect Seal around Door	\$ 13,751.00	\$ -	\$ -	
Other	105	SI 105 Revision to Yonge St Façade Doors DG-Sfa and DG-SG	\$ 54,833.00	\$ 10,966.60	\$ -	
Other	106	SI 127 - Tenant Fit-Out Changes (KSFC) Mechanical Exhausts at L3 and 4	\$ 21,164.00	\$ 21,164.00	\$ -	
Cladding	107	SI 77M4: Heritage Coordination-Updated Storefront Details	\$ 24,503.00	\$ 3,676.45	\$ 20,827.55	Descope of RG item in this C/O
Other	108	Revision to accommodate KSFC required refrigerant evacuation vent at L3	\$ 687.00	\$ 687.00	\$ -	
Other	109	Revision of IGU to spandrel panel	\$ 8,445.00	\$ 8,445.00	\$ -	
Other	110	RIC PMU #4 Cost	\$ 44,000.00	\$ 44,000.00	\$ -	
Other	111	Curtain Wall FS & SS	\$ 5,682.00	\$ 5,682.00	\$ -	
Other	112	Revision to spandrel panel material at N/S canopies	\$ 4,004.00	\$ -	\$ -	
Other	113	Mizrahi, Core and F+P Costs Related to PMU 4 to Date	\$ 42,020.28	\$ 42,020.28	\$ -	
Other	114	Premium Time for Tube Installation on the South & East Elevations of Podium	\$ 14,030.00	\$ 14,030.00	\$ -	
Other	115	Mizrahi and RIC February 2022 PMU Reimbursable Cost	\$ 8,408.55	\$ 8,408.55	\$ -	
Other	116	Gamma - March 2022 PMU Reimbursable Cost	\$ 33,593.47	\$ 33,593.47	\$ -	
Other	117	April 2022 PMU Reimbursable Costs	\$ 39,265.08	\$ 39,265.08	\$ -	
Other	118	Revisions to Fire Rated Below Grade Glass Doors	\$ 4,018.00	\$ -	\$ -	
Other	119	April 2022 PMU Reimbursable Costs	\$ 22,643.37	\$ 22,643.37	\$ -	
Other	120	Revision to Fire Rated Below Grade Doors	\$ 51,778.23	\$ 51,778.23	\$ -	
Other	121	CE#219-CD-DCCN 23: Interior Finishes at Diagrid Panels	\$ 37,613.00	\$ 37,613.00	\$ -	
Other	122	Replacement of Damaged Tubes Due to August 31, 2021 Incident	\$ 24,574.00	\$ 24,574.00	\$ -	
Other	123	CE #549 - Stainless Steel Grills for Revolving Doors	\$ 97,628.00	\$ -	\$ -	Gamma to pay in full and bill in full, then assign contract over to Mizrahi
Other	124	CE #550 - Reduction in Hardware Allowance for Revolving Door Grills	\$ 97,628.00	\$ 97,628.00	\$ -	
Other	125	Interior Finishes at Diagrid Panels - Credit	\$ 16,617.00	\$ 16,617.00	\$ -	
Other	126	SI #215 Addressing masonry brick walls at Yonge Façade based on revised brick size	\$ 2,990.00	\$ 2,990.00	\$ -	
Other	127	SI #215 Addressing masonry brick walls at Yonge Façade based on revised brick size. Reduction of allowance in contract	\$ 2,990.00	\$ 2,990.00	\$ -	
Other	128	Supply and installation of Finished Panels back of Curtain wall at diagrids- Phase 1 - 2 to 16 Only	\$ 203,133.00	\$ 162,506.40	\$ -	
Other	129	Reverse CCO#049 - Administrative - Correction Adjustment	\$ 2,990.00	\$ 2,990.00	\$ -	
Other	130	Lost Time to Gamma Due to Tower Crane Cancellation	\$ 4,943.09	\$ 4,943.09	\$ -	
Other	131	Repair of Damage to Curtain Wall Frame F041-05001 at 5th Floor North Elevation by Amherst	\$ 3,694.00	\$ 3,694.00	\$ -	
Cladding	132	SI 99 R3 West wing wall Changes	\$ 17,970.00	\$ -	\$ 17,970.00	Descope of RG item in this C/O
Other	133	PMU 4.1.1 Vent Test Consultant Costs	\$ 7,200.00	\$ 7,200.00	\$ -	
Other	134	Custom Mount for Devices Installed Between V-Wall Cladding Flutes	\$ 5,736.00	\$ 5,736.00	\$ -	
Other	135	CE #588 - Temporary Overhead Protection	\$ 637,000.00	\$ 637,000.00	\$ -	
			\$ 46,451,072.30	\$ 26,346,355.50	\$ 15,166,351.23	



Annex "B" Gamma Milestone Payment Schedule

Item	Description	Comments	Amount
1	Supply of Shop Drawings, CAD and Revit Files for the EBES Through Level 56	Gamma to release upon execution of agreement. Mizrahi to release payment within 5 days of receipt.	\$1,500,000
2	Supply of Fabrication Release and Material Orders for Levels 19 Through 36 including inventor part, assembly and frame models	Split - 19 to 36 June 30th - Payment shall be released by June 30th if received by June 25th	\$500,000
3	Supply of Fabrication Release and Material Orders for Levels 39 Through 56 including inventor part, assembly and frame models	Split - 39 to 56 July 31st - if received by July 25th. Payment to be released by June 30th if received by June 25th.	\$500,000
4	Supply of Shop Drawings, CAD, and Revit files, For Levels 57 through 78 that have reached 'A' or 'B' status		\$500,000
5	P1 through level 6 completion including west core link and South Podium deficiencies (excluding south wall of South Podium)		\$750,000
6	Completion of V Wall Cladding on West Core	Split V-wall and YSF based on separate completion	\$350,000
7	Completion of Yonge Street Facades	Split V-wall and YSF based on separate completion	\$150,000
8	Completion of Exterior Building Envelope System at Level 7		\$400,000
9	Completion of Exterior Building Envelope System at Level 8		\$400,000
10	Completion of Exterior Building Envelope System at Level 9		\$400,000
11	Completion of Exterior Building Envelope System at Level 10		\$400,000
12	Completion of Exterior Building Envelope System at Level 11		\$400,000
13	Completion of Exterior Building Envelope System at Level 12		\$400,000
14	Completion of Exterior Building Envelope System at Level 13		\$400,000
15	Completion of Exterior Building Envelope System at Level 14		\$400,000
16	Completion of Exterior Building Envelope System at Level 15		\$400,000
17	Completion of Exterior Building Envelope System at Level 16		\$150,000
	Total		\$8,000,000




ID	Task Name	Duration	Start	Finish	Resource Names	2022	H1	H2	2023	H1	H2	2024	H1
1	The One - Lookahead Schedule 23-06-01	319 days	Thu 22-08-11	Thu 23-11-23									
2	Structural	211 days	Wed 22-09-14	Mon 23-07-24									
3	Main Tower	180 days	Fri 22-10-28	Mon 23-07-24									
104	Level 31 (Crane Tie-in Level)	8 days	Wed 23-05-31	Fri 23-06-09									
105	FRP Slab L31	3 days	Wed 23-05-31	Fri 23-06-02	Hardwall								
106	Pour Slab L31	1 day	Mon 23-06-05	Mon 23-06-05	Hardwall								
107	Raise Temporary Standpipe to L30	1 day	Tue 23-06-06	Tue 23-06-06	Onyx								
108	FRP Walls L31-L32	1 day	Tue 23-06-06	Tue 23-06-06	Hardwall								
109	Pour Walls L31-L32	1 day	Wed 23-06-07	Wed 23-06-07	Hardwall								
110	Raise Crane	2 days	Thu 23-06-08	Fri 23-06-09	Morrow								
111	Level 32	6 days	Thu 23-06-08	Thu 23-06-15									
112	FRP Slab L32	3 days	Thu 23-06-08	Mon 23-06-12	Hardwall								
113	Pour Slab L32	1 day	Tue 23-06-13	Tue 23-06-13	Hardwall								
114	Raise Temporary Standpipe to L31	1 day	Wed 23-06-14	Wed 23-06-14	Onyx								
115	FRP Walls L32-L33	1 day	Wed 23-06-14	Wed 23-06-14	Hardwall								
116	Pour Walls L32-L33	1 day	Thu 23-06-15	Thu 23-06-15	Hardwall								
117	Level 33	6 days	Fri 23-06-16	Fri 23-06-23									
118	FRP Slab L33	3 days	Fri 23-06-16	Tue 23-06-20	Hardwall								
119	Pour Slab L33	1 day	Wed 23-06-21	Wed 23-06-21	Hardwall								
120	Raise Temporary Standpipe to L32	1 day	Thu 23-06-22	Thu 23-06-22	Onyx								
121	FRP Walls L33-L34	1 day	Thu 23-06-22	Thu 23-06-22	Hardwall								
122	Pour Walls L33-L34	1 day	Fri 23-06-23	Fri 23-06-23	Hardwall								
123	Level 34	6 days	Mon 23-06-26	Tue 23-07-04									
124	FRP Slab L34	3 days	Mon 23-06-26	Wed 23-06-28	Hardwall								
125	Pour Slab L34	1 day	Thu 23-06-29	Thu 23-06-29	Hardwall								
126	Raise Temporary Standpipe to L33	1 day	Fri 23-06-30	Fri 23-06-30	Onyx								
127	FRP Walls L34-L35	1 day	Fri 23-06-30	Fri 23-06-30	Hardwall								
128	Pour Walls L34-L35	1 day	Tue 23-07-04	Tue 23-07-04	Hardwall								
129	Level 35	6 days	Wed 23-07-05	Wed 23-07-12									
130	FRP Slab L35	3 days	Wed 23-07-05	Fri 23-07-07	Hardwall								
131	Pour Slab L35	1 day	Mon 23-07-10	Mon 23-07-10	Hardwall								
132	Raise Temporary Standpipe to L34	1 day	Tue 23-07-11	Tue 23-07-11	Onyx								
133	FRP Walls L35-L36	1 day	Tue 23-07-11	Tue 23-07-11	Hardwall								
134	Pour Walls L35-L36	1 day	Wed 23-07-12	Wed 23-07-12	Hardwall								
142	Lobby Slabs	163 days	Wed 22-10-26	Mon 23-06-26									
225	Level 25	6 days	Tue 23-05-30	Tue 23-06-06									
226	FRP Lobby Slab L25	3 days	Tue 23-05-30	Thu 23-06-01	Hardwall								
227	Pour Lobby Slab L25	1 day	Fri 23-06-02	Fri 23-06-02	Hardwall								

Project: The One - Look Ahead
Date: Thu 23-06-01

Task
Split
Milestone
Summary

Project Summary
Inactive Task
Inactive Milestone
Inactive Summary

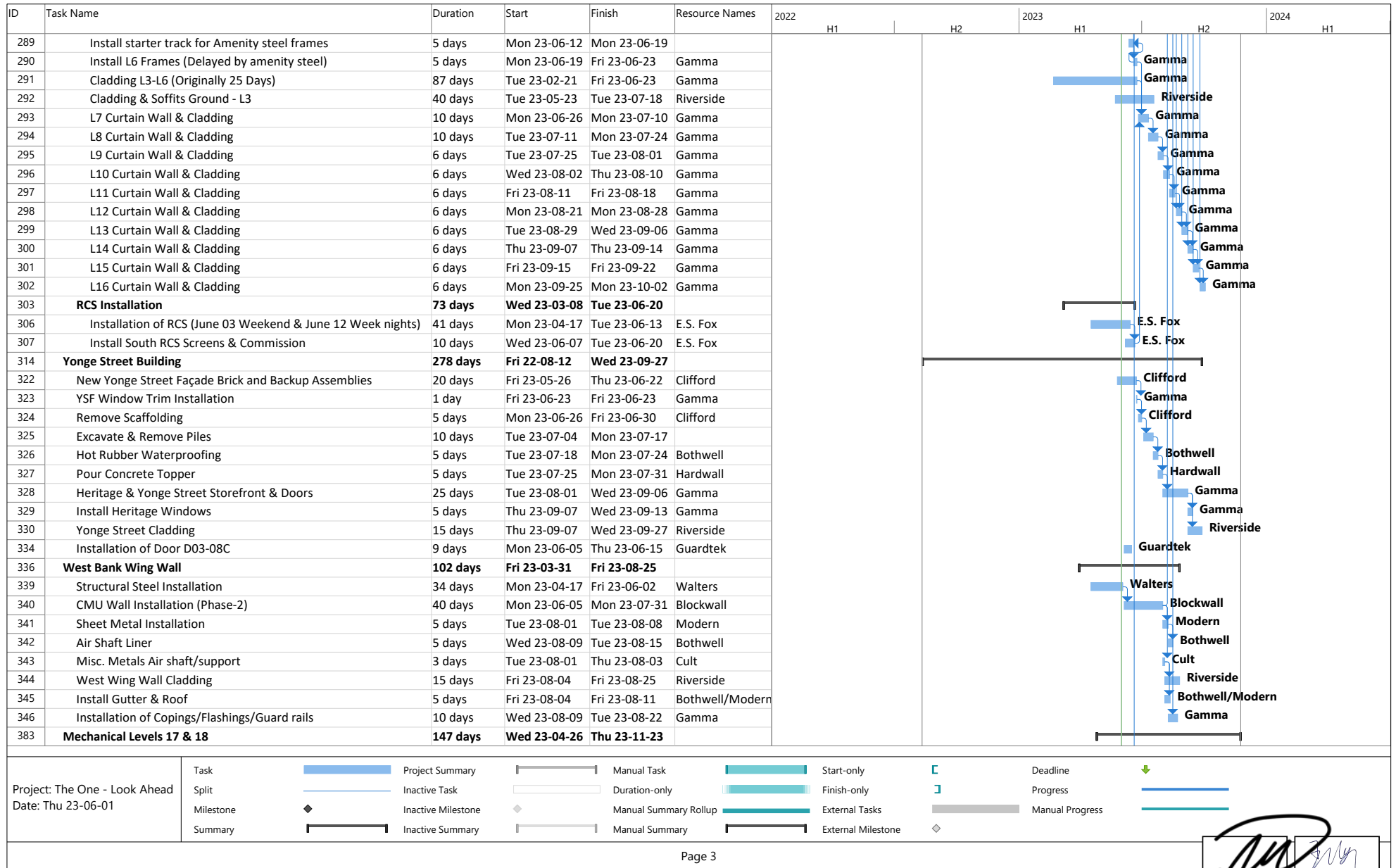
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary

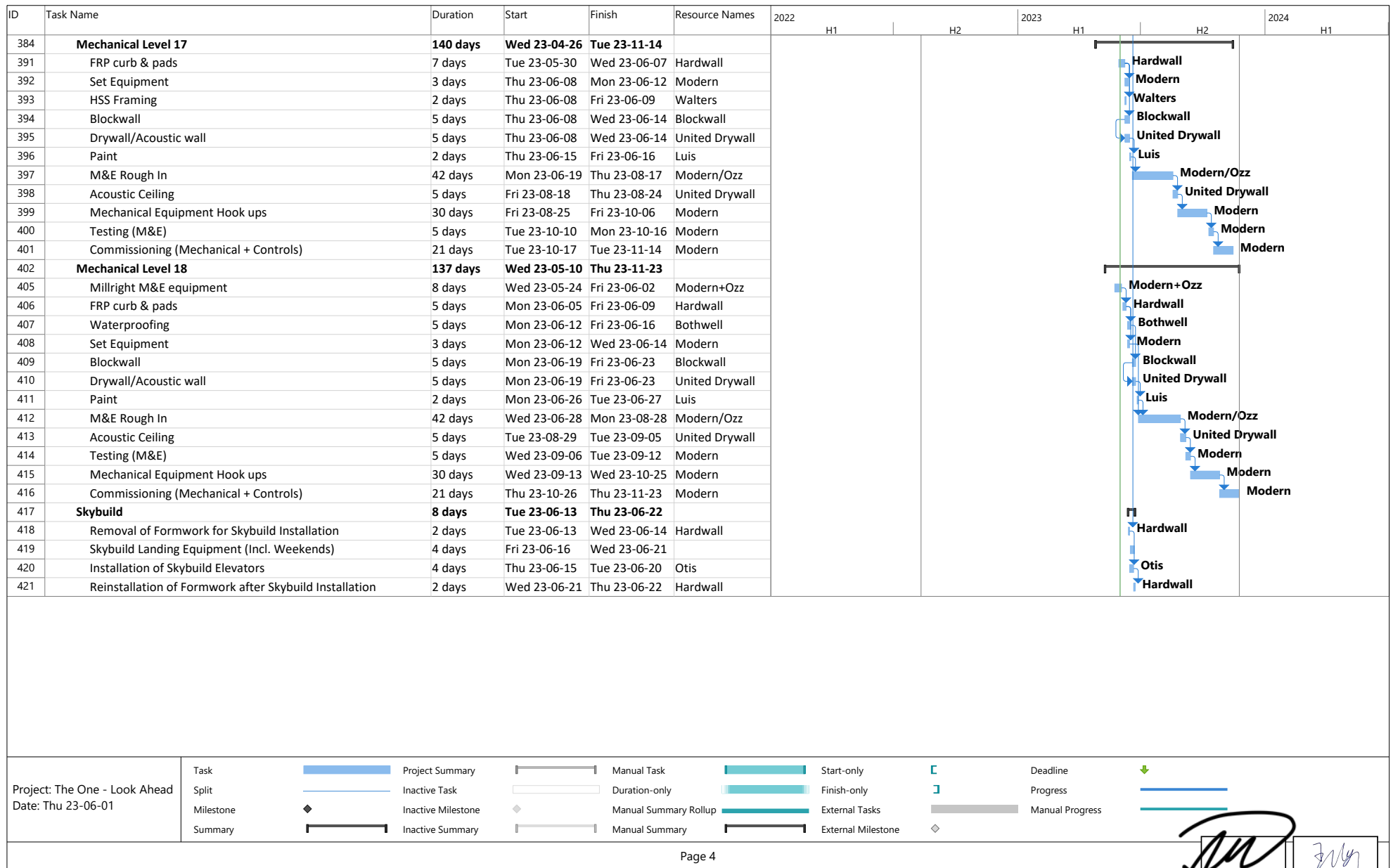
Start-only
Finish-only
External Tasks
External Milestone

Deadline
Progress
Manual Progress

ID	Task Name	Duration	Start	Finish	Resource Names	2022	H1	H2	2023	H1	H2	2024	H1
228	FRP Lobby Walls L25-L26	1 day	Mon 23-06-05	Mon 23-06-05	Hardwall								
229	Pour Lobby Walls L25-L26	1 day	Tue 23-06-06	Tue 23-06-06	Hardwall								
230	Level 26	14 days	Wed 23-06-07	Mon 23-06-26									
231	FRP Lobby Slab L26	3 days	Wed 23-06-07	Fri 23-06-09	Hardwall								
232	Pour Lobby Slab L26	1 day	Mon 23-06-12	Mon 23-06-12	Hardwall								
233	Re-installation of Formwork (Sky Build)	2 days	Wed 23-06-21	Thu 23-06-22									
234	FRP Lobby Walls L26-L27	1 day	Fri 23-06-23	Fri 23-06-23	Hardwall								
235	Pour Lobby Walls L26-L27	1 day	Mon 23-06-26	Mon 23-06-26	Hardwall								
236	Corner Slabs and Struts	200 days	Wed 22-09-14	Fri 23-07-07									
254	L19-L25 Corners	43 days	Mon 23-05-08	Fri 23-07-07									
256	FRP Corner Slab L21	9 days	Tue 23-05-23	Fri 23-06-02	Hardwall								
257	FRP Corner Slab L22	6 days	Mon 23-06-05	Mon 23-06-12	Hardwall								
258	FRP Corner Slab L23	6 days	Tue 23-06-13	Tue 23-06-20	Hardwall								
259	FRP Corner Slab L24	6 days	Wed 23-06-21	Wed 23-06-28	Hardwall								
260	FRP Corner Slab L25	6 days	Thu 23-06-29	Fri 23-07-07	Hardwall								
261	Divider Beams	16 days	Thu 23-05-04	Fri 23-05-26									
262	Divider Beam Installation L15-L24 (HR-05 to HR-08)	16 days	Thu 23-05-04	Fri 23-05-26	Cult								
263	Envelope	235 days	Fri 22-11-04	Thu 23-10-19									
264	Podium/West Bank	235 days	Fri 22-11-04	Thu 23-10-19									
265	South Podium Deficiencies (Originally 25 working days)	155 days	Fri 22-11-04	Fri 23-06-23	Gamma								
266	V-Wall Deficiencies South	135 days	Mon 22-12-05	Fri 23-06-23	Gamma								
267	V-Wall Deficiencies North	130 days	Mon 22-12-12	Fri 23-06-23	Gamma								
268	V-Wall Lobby East	10 days	Tue 23-08-01	Tue 23-08-15	Gamma								
269	Install North West Core Link (Originally 15 Days)	97 days	Mon 23-01-30	Fri 23-06-16	Gamma								
270	Install V-Wall NE Return	10 days	Mon 23-06-19	Fri 23-06-30	Gamma								
271	Install South West Core Link	15 days	Mon 23-05-29	Fri 23-06-16	Gamma								
272	Install V-Wall SE Return	10 days	Mon 23-06-19	Fri 23-06-30	Gamma								
273	Installation of West V Wall	25 days	Tue 23-07-04	Tue 23-08-08	Gamma								
274	Install North Canopy Steel	10 days	Tue 23-07-04	Mon 23-07-17	Walters								
275	Install North Canopy Closures	5 days	Tue 23-07-18	Mon 23-07-24	Gamma								
276	Install North Canopy Cladding	25 days	Wed 23-08-09	Wed 23-09-13	Riverside								
277	Install South Canopy Steel	10 days	Tue 23-07-18	Mon 23-07-31	Walters								
278	Install South Canopy Closures	5 days	Tue 23-08-01	Tue 23-08-08	Gamma								
279	Install South Canopy Cladding	25 days	Thu 23-09-14	Thu 23-10-19	Riverside								
280	Granite Paver Misc. metals material on site	1 day	Mon 23-05-29	Mon 23-05-29	Cult								
281	Granite Paver Misc. metals installation	35 days	Tue 23-05-30	Tue 23-07-18	Cult								
282	Level-6 Amenity Steel Phase-1	5 days	Mon 23-06-05	Fri 23-06-09	Walters								
283	Tower	217 days	Mon 22-11-14	Mon 23-10-02									

Project: The One - Look Ahead Date: Thu 23-06-01	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



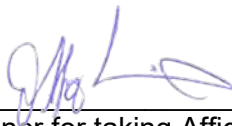


This is Exhibit "C" referred to in the
Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits *(or as may be)*



October 20, 2023

To: Whom it may concern

Re: Mizrahi Commercial (The One) LP, Mizrahi Development Group (The One) Inc., and Mizrahi Commercial (The One) GP Inc. (together, the “Debtors”)

As you may have recently learned, pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Receivership Order**”), Alvarez & Marsal Canada Inc. has been appointed as receiver and manager (the “**Receiver**”) of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including in connection with the development of the 85-storey condominium, hotel and retail tower located at the southwest corner of Yonge and Bloor in Toronto (the “**The One Project**”).

Over the last few years, like many other large-scale construction projects, The One Project has faced various economic headwinds, including impacts from the Covid-19 pandemic, supply chain disruptions and unanticipated work stoppages, which together with other factors have resulted in material cost overages and extended construction timelines.

The principal purpose of these receivership proceedings is to create a stabilized environment for the continued construction of The One Project, to secure additional financing needed from The One Project’s existing senior secured lenders for ongoing construction, and to assess and implement the best means of maximizing the value of The One Project.

Here’s what this means for you:

- Arrangements have been put in place to provide for the continuing construction and development of The One Project.
- Additional financing commitments have been secured from the Debtors’ existing senior secured lenders that will provide the Receiver with up to \$315 million to fund ongoing construction and development costs, among other expenses.
- The Receiver will be engaging additional construction advisors, including a project manager, to assist with day-to-day operations and to oversee the continuing construction of The One Project.
- Mizrahi Inc. is continuing in its capacity as the General Contractor of The One Project under the supervision of the Receiver.
- Pursuant to the Receivership Order, all persons having oral or written agreements or mandates for the supply of goods and/or services relating to The One Project are required to continue supplying goods and services to The One Project and are prohibited from discontinuing or terminating the supply of any such goods and services. This means all contractors and trades are required to continue providing goods and services, and will continue to be paid in the ordinary course.

- In accordance with the Receivership Order, going forward, all new contracts, change orders, purchase orders, and payments to suppliers, contractors, subcontractors and other creditors in respect of The One Project will be reviewed and processed under the supervision of the Receiver. Further information regarding this process will be made available in the coming days.

Court filings and additional information concerning the receivership proceedings are available at the Receiver's website at www.alvarezandmarsal.com/theone. Should you have any questions regarding the foregoing, you may contact the Receiver by emailing theone@alvarezandmarsal.com or calling 1-855-499-1480.

The Receiver is in the process of reviewing and considering all contracts relating to The One Project. Nothing in this letter shall be construed to constitute an affirmation of any contract by the Receiver, and the Receiver expressly disclaims any personal liability under or in connection with any such contract.

Your continued support and ongoing cooperation are highly valued.

Yours very truly,

ALVAREZ & MARSAL CANADA INC.

SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF MIZRAHI COMMERCIAL (THE ONE) LP, MIZRAHI DEVELOPMENT GROUP (THE ONE) INC., AND MIZRAHI COMMERCIAL (THE ONE) GP INC., AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY

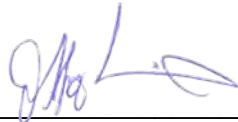


This is Exhibit "D" referred to in the
Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits *(or as may be)*



Gamma Windows & Walls International Inc.

Mizrahi Inc.

125 Hazelton Avenue

Toronto, Ontario M5R 2E4

Invoice Date:	October 11, 2023
Invoice No.:	1808-49
Subcontract No.:	84450
Project:	The One - Toronto
Progress Billing No.:	49
H.S.T. No.:	848869384

ORIGINAL CONTRACT SUM	\$47,084,345.00
Approved Change Orders	<u>-5,980,280.93</u>
CONTRACT SUM TO DATE	<u>\$41,104,064.07</u>

	<u>To Date</u>	<u>Previous</u>	<u>This Claim</u>
GROSS INVOICE-BASE CONTRACT	\$45,068,924.28	\$45,068,924.28	\$0.00
GROSS INVOICE-CHANGES	<u>-9,088,510.01</u>	<u>-9,088,510.01</u>	<u>\$0.00</u>
SUBTOTAL-GROSS INVOICE	\$35,980,414.27	\$35,980,414.27	\$0.00
LESS: 10% HOLDBACK	<u>\$2,899,313.57</u>	<u>\$2,899,313.57</u>	<u>\$0.00</u>
RELEASE OF HOLDBACK	<u>\$1,943,192.65</u>	<u>\$1,488,125.47</u>	<u>\$455,067.18</u>
NET AMOUNT DUE	\$35,024,293.35	\$34,569,226.17	\$455,067.18
PLUS: 13% H.S.T.	<u>\$4,553,158.13</u>	<u>\$4,493,999.40</u>	<u>\$59,158.73</u>
TOTAL AMOUNT DUE THIS INVOICE	<u>\$39,577,451.48</u>	<u>\$39,063,225.57</u>	<u>\$514,225.91</u>

TO CONTRACTOR:
Mizrahi Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

PROJECT:
The One
2 Bloor Street West
Toronto, Ontario M4W3E2

APPLICATION NO: 49

INVOICE NO:

PERIOD: 11/01/23 - 11/20/23

PROJECT NO: 1709BB03

CONTRACT NO: SC-1709BB03-007

CONTRACT DATE:

CERTIFICATE DATE: 11/13/2023

SUBMITTED DATE: 11/13/2023

**SUBCONTRACTOR
PROPOSED AMOUNT:**

\$0.00

TOTAL APPROVED AMOUNT:

\$455,067.18

FROM SUBCONTRACTOR:

Gamma Windows & Walls International Inc.
1700 Langstaff rd Suite 2001
Concord, Ontario L4K 3S3

SUBCONTRACT FOR: Exterior Building Envelope - Phase 1

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$47,084,345.00
2.	Net change by change orders	\$(5,980,280.93)
3.	Contract Sum to date (Line 1 ± 2)	\$41,104,064.07
4.	Total completed and stored to date (Column G on detail sheet)	\$35,980,414.27
5.	Retainage: a. 2.66% of completed work b. 0.00% of stored material	\$957,620.97 \$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$957,620.97
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$35,022,793.30
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$34,567,726.12
8.	Current payment due:	\$455,067.18
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$6,081,270.77

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Gamma Windows & Walls International Inc.

Digitally signed by Jimmy Zhao
DN: cn=Jimmy Zhao, o=Gamma Windows & Walls
International Inc., c=Canada, email=jimmy.zhao@gwwi.com

By:

Date: 2023-11-10



State of: Province of Ontario

County of: York

Subscribed and sworn to before

me this 10 day of November

Notary Public:

My commission expires:

Katheline Sylvain

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$10,813,878.09	\$(16,794,159.02)
Total approved this month:		\$0.00	\$0.00
Totals:		\$10,813,878.09	\$(16,794,159.02)
Net change by change orders:		\$(5,980,280.93)	

M	MIZRAHI DESIGN / BUILD
PM Approval	VP Approval

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 49

APPLICATION DATE: 11/30/2023

PERIOD: 11/01/23 - 11/20/23

Contract Lines

A		B	C		D	E		F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		BALANCE TO FINISH (C - G)	RETAINAGE	
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)				
1	08-44 50.C Exterior Building Envelope System Commitment	Visual Mock-Ups - Supply and Install at Manufacturer's Site	\$317,500.00	\$0.00	\$317,500.00		\$0.00	\$0.00	\$317,500.00	100.00%	\$0.00	\$0.00
2	08-44 50.C Exterior Building Envelope System Commitment	Performance Mock-Up - Production and Supply of Fabricated Material to Test Lab	\$997,437.00	\$0.00	\$997,437.00		\$0.00	\$0.00	\$997,437.00	100.00%	\$0.00	\$0.00
3	08-44 50.C Exterior Building Envelope System Commitment	Performance Mock-Up - Installation and Close-In, Glass Replacement Before Testing as Needed	\$100,650.00	\$0.00	\$100,650.00		\$0.00	\$0.00	\$100,650.00	100.00%	\$0.00	\$0.00
4	08-44 50.C Exterior Building Envelope System Commitment	Performance Mock-Up - Testing as per Specifications Including Laboratory Report	\$164,700.00	\$0.00	\$164,700.00		\$0.00	\$0.00	\$164,700.00	100.00%	\$0.00	\$0.00
5	08-44 50.C Exterior Building Envelope System Commitment	Performance Mock-Up - Disassembly and Disposal	\$50,000.00	\$0.00	\$50,000.00		\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$0.00
6	08-44 50.C Exterior Building Envelope System Commitment	Field Testing - Four (4) Field Tests as per provided Project Test and Evaluation Reports	\$68,500.00	\$0.00	\$34,250.00		\$0.00	\$0.00	\$34,250.00	50.00%	\$34,250.00	\$3,425.00
7	08-44 50.C Exterior Building Envelope System Commitment	Design Assist, Shop Drawings and Submittals	\$353,654.00	\$0.00	\$353,654.00		\$0.00	\$0.00	\$353,654.00	100.00%	\$0.00	\$0.00
8	08-44 50.C Exterior Building Envelope System Commitment	Design Assist Costs	\$243,000.00	\$0.00	\$243,000.00		\$0.00	\$0.00	\$243,000.00	100.00%	\$0.00	\$0.00
9	08-44 50.C Exterior Building Envelope System Commitment	Shop Drawings - VMU, Unstamped	\$67,277.00	\$0.00	\$67,277.00		\$0.00	\$0.00	\$67,277.00	100.00%	\$0.00	\$0.00
10	08-44 50.C Exterior Building Envelope System Commitment	Shop Drawings - PMU, Unstamped	\$93,472.00	\$0.00	\$93,472.00		\$0.00	\$0.00	\$93,472.00	100.00%	\$0.00	\$0.00

A	B	C	D	E		F	G		H	I
				APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT					BALANCE TO FINISH (C - G)	RETAINAGE
11	08-44 50.C Exterior Building Envelope System Commitment	Thermal and Structural Calculations - PMU, Unstamped	\$29,756.00	\$0.00	\$29,756.00	\$0.00	\$29,756.00	100.00%	\$0.00	\$0.00
12	08-44 50.C Exterior Building Envelope System Commitment	Shop Drawings and Calculations - PMU, Stamped - Issued for Construction	\$53,488.00	\$0.00	\$53,488.00	\$0.00	\$53,488.00	100.00%	\$0.00	\$0.00
13	08-44 50.C Exterior Building Envelope System Commitment	Shop Drawings - Project, Unstamped	\$1,587,844.00	\$0.00	\$1,508,451.80	\$0.00	\$1,508,451.80	95.00%	\$79,392.20	\$14,148.64
14	08-44 50.C Exterior Building Envelope System Commitment	Thermal and Structural Calculations - Project, Unstamped	\$509,424.00	\$0.00	\$483,952.80	\$0.00	\$483,952.80	95.00%	\$25,471.20	\$4,753.86
15	08-44 50.C Exterior Building Envelope System Commitment	Shop Drawings - Project, Stamped - Issued for Construction	\$384,024.00	\$0.00	\$345,621.60	\$0.00	\$345,621.60	90.00%	\$38,402.40	\$1,280.36
16	08-44 50.C Exterior Building Envelope System Commitment	Thermal and Structural Calculations - Project, Stamped - Issued for Construction	\$218,825.00	\$0.00	\$196,942.50	\$0.00	\$196,942.50	90.00%	\$21,882.50	\$827.38
17	08-44 50.C Exterior Building Envelope System Commitment	Project Die Costs for Alum. & Gasket Profiles (Design Drawings, Tooling, Samples)	\$487,000.00	\$0.00	\$487,000.00	\$0.00	\$487,000.00	100.00%	\$0.00	\$0.00
18	08-44 50.C Exterior Building Envelope System Commitment	Coil-Coated Durabrite Brushed Aluminum Material for VMU & PMU (Single Batch)	\$412,610.00	\$0.00	\$412,610.00	\$0.00	\$412,610.00	100.00%	\$0.00	\$0.00
19	08-44 50.C Exterior Building Envelope System Commitment	Coil-Coated Durabrite Brushed Aluminum Material for Panel Cladding Systems (Single Batch)	\$9,155,063.00	\$0.00	\$9,155,063.00	\$0.00	\$9,155,063.00	100.00%	\$0.00	\$0.00
20	08-44 50.C Exterior Building Envelope System Commitment	Bronze Substrate for VMU & PMU (Single Batch)	\$28,500.00	\$0.00	\$28,500.00	\$0.00	\$28,500.00	100.00%	\$0.00	\$0.00
21	08-44 50.C Exterior Building Envelope System Commitment	Bronze Substrate for Project Glass (Single Batch)	\$1,425,000.00	\$0.00	\$1,425,000.00	\$0.00	\$1,425,000.00	100.00%	\$0.00	\$0.00
22	08-44 50.C	Mobilization On-Site	\$149,500.00	\$0.00	\$149,500.00	\$0.00	\$149,500.00	100.00%	\$0.00	\$0.00

A	ITEM NO.	BUDGET CODE	B	C	D	E		F	G		H	I
						APPROVED WORK COMPLETED	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
			DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	FROM PREVIOUS APPLICATION (D + E)		MATERIALS PRESENTLY STORED (NOT IN D OR E)			BALANCE TO FINISH (C - G)	RETAINAGE
		Exterior Building Envelope System Commitment										
23	08-44 50.C	Exterior Building Envelope System Commitment	Utilized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings. (Per Addendum #5)	\$5,081,655.00	\$0.00	\$5,081,655.00	\$0.00	\$0.00	\$5,081,655.00	100.00%	\$0.00	\$279,491.03
24	08-44 50.C	Exterior Building Envelope System Commitment	Utilized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings. (Per Addendum #5)	\$523,165.00	\$0.00	\$188,862.57	\$0.00	\$0.00	\$188,862.57	36.10%	\$334,302.43	\$12,286.27
25	08-44 50.C	Exterior Building Envelope System Commitment	Structural Silicone Glazing System - Main Entrances, North and South	\$143,836.00	\$0.00	\$143,835.20	\$0.00	\$0.00	\$143,835.20	100.00%	\$0.80	\$14,383.52
26	08-44 50.C	Exterior Building Envelope System Commitment	Structural Silicone Glazing System - Main Entrances, North and South	\$15,041.00	\$0.00	\$8,272.55	\$0.00	\$0.00	\$8,272.55	55.00%	\$6,768.45	\$827.26
27	08-44 50.C	Exterior Building Envelope System Commitment	Utilized Curtain Wall System - West Core Bridge	\$282,920.00	\$0.00	\$282,920.00	\$0.00	\$0.00	\$282,920.00	100.00%	\$0.00	\$28,292.00
28	08-44 50.C	Exterior Building Envelope System Commitment	Utilized Curtain Wall System - West Core Bridge	\$28,292.00	\$0.00	\$15,560.60	\$0.00	\$0.00	\$15,560.60	55.00%	\$12,731.40	\$1,556.06
29	08-44 50.C	Exterior Building Envelope System Commitment	Utilized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	\$2,497,927.00	\$0.00	\$2,497,927.00	\$0.00	\$0.00	\$2,497,927.00	100.00%	\$0.00	\$24,979.28
30	08-44 50.C	Exterior Building Envelope System Commitment	Utilized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	\$240,807.00	\$0.00	\$239,726.30	\$0.00	\$0.00	\$239,726.30	99.55%	\$1,080.70	\$21,672.64
31	08-44 50.C	Exterior Building Envelope System Commitment	Structural Silicone Glazing System - Yonge Street Storefronts	\$79,051.00	\$0.00	\$63,240.80	\$0.00	\$0.00	\$63,240.80	80.00%	\$15,810.20	\$3,952.55
32	08-44 50.C	Exterior Building Envelope System Commitment	Structural Silicone Glazing System - Yonge Street Storefronts	\$10,569.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,569.00	\$0.00

221

A ITEM NO.	BUDGET CODE	B DESCRIPTION OF WORK	C SCHEDULED VALUE	PROPOSED AMOUNT	D APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
33	08-44 50.C Exterior Building Envelope System, Commitment	Steel Frame Toggle System - Yonge Street Retail	\$129,726.00	\$0.00	\$129,726.00	\$0.00	\$0.00	\$129,726.00	\$0.00	\$0.00
34	08-44 50.C Exterior Building Envelope System, Commitment	Steel Frame Toggle System - Yonge Street Retail	\$9,724.00	\$0.00	\$8,751.60	\$0.00	\$0.00	\$8,751.60	\$972.40	\$875.16
35	08-44 50.C Exterior Building Envelope System, Commitment	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	\$1,158,579.00	\$0.00	\$1,158,579.00	\$0.00	\$0.00	\$1,158,579.00	\$0.00	\$63,721.84
36	08-44 50.C Exterior Building Envelope System, Commitment	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	\$466,367.00	\$0.00	\$252,537.73	\$0.00	\$0.00	\$252,537.73	\$213,829.27	\$25,253.77
37	08-44 50.C Exterior Building Envelope System, Commitment	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	\$96,846.00	\$0.00	\$96,846.00	\$0.00	\$0.00	\$96,846.00	\$0.00	\$0.00
38	08-44 50.C Exterior Building Envelope System, Commitment	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	\$258,500.00	\$0.00	\$258,500.00	\$0.00	\$0.00	\$258,500.00	\$0.00	\$0.00
39	08-44 50.C Exterior Building Envelope System, Commitment	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	\$114,063.00	\$0.00	\$114,063.00	\$0.00	\$0.00	\$114,063.00	\$0.00	\$0.00
40	08-44 50.C Exterior Building Envelope System, Commitment	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	\$532,070.00	\$0.00	\$532,070.00	\$0.00	\$0.00	\$532,070.00	\$0.00	\$0.00
41	08-44 50.C Exterior Building Envelope System, Commitment	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	\$4,004,642.00	\$0.00	\$4,004,642.00	\$0.00	\$0.00	\$4,004,642.00	\$0.00	\$195,226.30
42	08-44 50.C Exterior Building Envelope System, Commitment	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	\$1,467,400.00	\$0.00	\$660,330.00	\$0.00	\$0.00	\$660,330.00	\$807,070.00	\$86,033.00
43	08-44 50.C Exterior Building Envelope System, Commitment	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns	\$940,418.00	\$0.00	\$672,334.40	\$0.00	\$0.00	\$672,334.40	\$168,083.60	\$64,087.78

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E PROPOSED AMOUNT	F APPROVED WORK COMPLETED		G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D + E + F)	I % (G / C)	J BALANCE TO FINISH (C - G)	K RETAINAGE
					D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
44	08-44 50.C Exterior Building Envelope System Commitment	Louvre System - L17 to L18; Mechanical Levels with Arrow Head Profiles; Mega Column Returns	\$156,750.00	\$0.00	\$156,750.00	\$0.00	\$0.00	\$156,750.00	100.00%	\$0.00	\$0.00
45	08-44 50.C Exterior Building Envelope System Commitment	Windows - Heritage Facade	\$16,834.00	\$0.00	\$16,834.00	\$0.00	\$0.00	\$16,834.00	100.00%	\$0.00	\$0.00
46	08-44 50.C Exterior Building Envelope System Commitment	Windows - Heritage Facade	\$2,652.00	\$0.00	\$1,326.00	\$0.00	\$0.00	\$1,326.00	50.00%	\$1,326.00	\$132.60
47	08-44 50.C Exterior Building Envelope System Commitment	Unitized Curtain Wall System - Podium, High-Span	\$2,575,046.00	\$0.00	\$2,575,046.00	\$0.00	\$0.00	\$2,575,046.00	100.00%	\$0.00	\$20,600.36
48	08-44 50.C Exterior Building Envelope System Commitment	Unitized Curtain Wall System - Podium, High-Span	\$242,264.00	\$0.00	\$226,516.84	\$0.00	\$0.00	\$226,516.84	93.50%	\$15,747.16	\$22,651.68
49	08-44 50.C Exterior Building Envelope System Commitment	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	\$40,824.00	\$0.00	\$40,824.00	\$0.00	\$0.00	\$40,824.00	100.00%	\$0.00	\$0.00
50	08-44 50.C Exterior Building Envelope System Commitment	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	\$207,900.00	\$0.00	\$207,900.00	\$0.00	\$0.00	\$207,900.00	100.00%	\$0.00	\$0.00
51	08-44 50.C Exterior Building Envelope System Commitment	Cladding Soffit - South Podium Drop-Off	\$40,996.00	\$0.00	\$40,996.00	\$0.00	\$0.00	\$40,996.00	100.00%	\$0.00	\$0.00
52	08-44 50.C Exterior Building Envelope System Commitment	Cladding Soffit - South Podium Drop-Off	\$291,060.00	\$0.00	\$291,060.00	\$0.00	\$0.00	\$291,060.00	100.00%	\$0.00	\$0.00
53	08-44 50.C Exterior Building Envelope System Commitment	Cladding Soffit - L18 Mechanical Level	\$144,100.00	\$0.00	\$144,100.00	\$0.00	\$0.00	\$144,100.00	100.00%	\$0.00	\$0.00
54	08-44 50.C Exterior Building Envelope System Commitment	Cladding Soffit - L18 Mechanical Level	\$223,575.00	\$0.00	\$223,575.00	\$0.00	\$0.00	\$223,575.00	100.00%	\$0.00	\$0.00

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E PROPOSED AMOUNT	F APPROVED WORK COMPLETED		G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D + E + F)	I % (G / C)	J BALANCE TO FINISH (C - G)	K RETAINAGE
					D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
55	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - P1 to L6; Hangers; Metal Columns SUPPLY	\$469,296.00	\$0.00	\$469,296.00	\$0.00	\$0.00	\$469,296.00	100.00%	\$0.00	\$0.00
56	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - P1 to L6; Hangers; Metal Columns INSTALL	\$1,839,200.00	\$0.00	\$1,839,200.00	\$0.00	\$0.00	\$1,839,200.00	100.00%	\$0.00	\$0.00
57	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Diagonal Steel SUPPLY	\$180,000.00	\$0.00	\$180,000.00	\$0.00	\$0.00	\$180,000.00	100.00%	\$0.00	\$0.00
58	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Diagonal Steel INSTALL	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
59	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Corner Columns SUPPLY	\$38,571.00	\$0.00	\$38,571.00	\$0.00	\$0.00	\$38,571.00	100.00%	\$0.00	\$0.00
60	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Corner Columns SUPPLY	\$4,286.00	\$0.00	\$4,286.00	\$0.00	\$0.00	\$4,286.00	100.00%	\$0.00	\$0.00
61	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Mega Columns INSTALL	\$270,000.00	\$0.00	\$270,000.00	\$0.00	\$0.00	\$270,000.00	100.00%	\$0.00	\$0.00
62	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Mega Columns INSTALL	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00
63	08-44 50.C Exterior Building Envelope System Commitment	IWS-902 Interior Panel Cladding Systems - West Core Lobby SUPPLY	\$673,676.00	\$0.00	\$673,676.00	\$0.00	\$0.00	\$673,676.00	100.00%	\$0.00	\$67,367.60
64	08-44 50.C Exterior Building Envelope System Commitment	IWS-902 Interior Panel Cladding Systems - West Core Lobby INSTALL	\$242,000.00	\$0.00	\$205,700.00	\$0.00	\$0.00	\$205,700.00	85.00%	\$36,300.00	\$12,100.00
65	08-44 50.C Exterior Building Envelope System Commitment	Interior Glass Screen Walls, Podium SUPPLY	\$93,771.00	\$0.00	\$93,771.00	\$0.00	\$0.00	\$93,771.00	100.00%	\$0.00	\$5,551.30

A	B	C	D	E		F	G	H	I
				APPROVED WORK COMPLETED	THIS PERIOD				
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	FROM PREVIOUS APPLICATION (D + E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (C - G)	RETAINAGE
66	08-44 50.C Exterior Building Envelope System Commitment	Interior Glass Screen Walls, Podium INSTALL	\$66,325.00	\$0.00	\$66,325.00	\$0.00	\$66,325.00	\$0.00	\$0.00
67	08-44 50.C Exterior Building Envelope System Commitment	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) SUPPLY	\$48,082.00	\$0.00	\$42,739.55	\$0.00	\$42,739.55	\$5,342.45	\$0.00
68	08-44 50.C Exterior Building Envelope System Commitment	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) INSTALL	\$12,020.00	\$0.00	\$10,684.44	\$0.00	\$10,684.44	\$1,335.56	\$0.00
69	08-44 50.C Exterior Building Envelope System Commitment	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs SUPPLY	\$34,726.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,726.00	\$0.00
70	08-44 50.C Exterior Building Envelope System Commitment	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs INSTALL	\$8,681.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,681.00	\$0.00
71	08-44 50.C Exterior Building Envelope System Commitment	Revolving Doors - Main Entrances, Supplied and Installed	\$260,625.00	\$0.00	\$260,625.00	\$0.00	\$260,625.00	\$0.00	\$0.00
72	08-44 50.C Exterior Building Envelope System Commitment	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor SUPPLY	\$230,057.00	\$0.00	\$230,057.00	\$0.00	\$230,057.00	\$0.00	\$15,405.70
73	08-44 50.C Exterior Building Envelope System Commitment	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor INSTALL	\$46,495.00	\$0.00	\$46,495.00	\$0.00	\$46,495.00	\$0.00	\$0.00
74	08-44 50.C Exterior Building Envelope System Commitment	Balustrade System - South Podium, L6 SUPPLY	\$143,863.00	\$0.00	\$143,863.00	\$0.00	\$143,863.00	\$0.00	\$8,386.30
75	08-44 50.C Exterior Building Envelope System Commitment	Balustrade System - South Podium, L6 INSTALL	\$29,075.00	\$0.00	\$29,075.00	\$0.00	\$29,075.00	\$0.00	\$0.00
76	08-44 50.C Exterior Building Envelope System Commitment	Retail - Supply and Install Exterior Cladding at North Retail Tenant Area	\$865,760.00	\$0.00	\$865,760.00	\$0.00	\$865,760.00	\$0.00	\$0.00

225

A	B	C	D	E	F	G	H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)		% (G / C)	
					THIS PERIOD			
77	08-44 50.C Exterior Building Envelope System Commitment	CE#069 Allowance: Architectural DSI-001 - Below Grade Arch Changes dates 2018.11.30	\$78,404.00	\$0.00	\$78,404.00	\$0.00	100.00%	\$0.00
78	08-44 50.C Exterior Building Envelope System Commitment	CE #072 - Allowance: Arch DCCN-003 - Yonge Street Facade	\$212,364.00	\$0.00	\$212,364.00	\$0.00	100.00%	\$0.00
79	08-44 50.C Exterior Building Envelope System Commitment	CE #074 - Allowance: Arch DCCN-004 - Garage Entrance Canopy	\$890,266.00	\$0.00	\$890,266.00	\$0.00	100.00%	\$0.00
80	08-44 50.C Exterior Building Envelope System Commitment	CE #077 - Allowance: Temporary Sixth Floor Overhead Protection	\$637,000.00	\$0.00	\$637,000.00	\$0.00	100.00%	\$0.00
81	08-44 50.C Exterior Building Envelope System Commitment	CE #095 - Allowance: Gamma Scope Glass Door Hardware Supply - Phase 1	\$484,300.00	\$0.00	\$484,300.00	\$0.00	100.00%	\$0.00
82	08-44 50.C Exterior Building Envelope System Commitment	Shop Drawings - Project Phase 1, As-Built, Stamped	\$114,679.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
83	08-44 50.C Exterior Building Envelope System Commitment	Phase 1 De-Mobilization (Including Close-Out Documents)	\$40,000.00	\$0.00	\$13,333.00	\$0.00	33.33%	\$0.00
84	08-44 50.C Exterior Building Envelope System Commitment	Allowance: Owner, Construction Manager, Architects and Consultants Travel Expenses Related to Out of Town Design Meetings, Production Viewing, V&U and Project Production	\$200,000.00	\$0.00	\$200,000.00	\$0.00	100.00%	\$0.00
TOTALS:			\$47,084,345.00	\$0.00	\$45,066,924.28	\$0.00	95.72%	\$979,269.24

Change Orders

Change Orders										
A	B	C	D	E	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
85	CC-0 # 001 CE #100 - DSI NO 10 - South Podium glazing system and location of mechanical louvers									226
85.1	08-44 50.C	\$71,720.00	\$0.00	\$71,720.00	\$0.00	\$0.00	\$71,720.00	100.00%	\$0.00	\$0.00

A	B	C	D	E		F	G	H	I
				APPROVED WORK COMPLETED	THIS PERIOD				
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	FROM PREVIOUS APPLICATION (D + E)		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (C - G)	RETAINAGE
	South Podium glazing system and location of mechanical louvers.								
86	CCO # 006 CE #308 - Gamma - CE 152 (DCCN 13) & CE 218 (Durabrite Credit)								
86.1	08-44 50.C CE 152 (DCCN 13) & CE 218 (Durabrite Credit)	\$0.00	\$0.00	\$18,886.90	\$0.00	\$0.00	\$18,886.90	\$18,886.90	\$0.00
87	CCO # 007 CE #309 - Gamma - CE 191 (CCN 21) & CE 253 (DCCN 28)								
87.1	08-44 50.C CE 191 (CCN 21) & CE 253 (DCCN 28)	\$5,455.00	\$0.00	\$29,847.50	\$0.00	\$0.00	\$29,847.50	\$(35,302.50)	\$0.00
88	CCO # 008 CE #222 - DSI 68 - Maintenance requirement for North Retail Tenant enclosure								
88.1	08-44 50.C EBES	\$7,013.00	\$0.00	\$7,013.00	\$0.00	\$0.00	\$7,013.00	\$0.00	\$0.00
89	CCO # 009 CE #277 - Insulation at Head of North Retail Wall								
89.1	08-44 50.C Insulation Option 1	\$19,398.00	\$0.00	\$19,398.00	\$0.00	\$0.00	\$19,398.00	\$0.00	\$0.00
90	CCO # 010 CE #359 - Gamma - PMU retest in USA - covering RJC costs to attend second PMU								
90.1	08-44 50.C Credit	\$19,500.00	\$0.00	\$19,500.00	\$0.00	\$0.00	\$19,500.00	\$0.00	\$0.00
91	CCO # 011 CE #126 - DCCN 7 R4 - Revisions to Main Lobby Exterior Glazing Details - North and South Entrances								
91.1	08-44 50.C DCCN No.07 - Lobby Entrance (ROM from email)	\$228,007.00	\$0.00	\$228,007.00	\$0.00	\$0.00	\$228,007.00	\$0.00	\$0.00
92	CCO # 012 CE #280 - S194 Revision to South Wall Details to Address Site Survey of 704 Yonge								
92.1	08-44 50.C Envelope	\$3,721.00	\$0.00	\$3,721.00	\$0.00	\$0.00	\$3,721.00	\$0.00	\$0.00
93	CCO # 013 CE #193 - DSI 51 - Revised Datum Line to Suit Parapet Elevations at 786 Yonge Street								
93.1	08-44 50.C Revised Datum Line to Suit Parapet Elevations at 786 Yonge Street	\$4,287.00	\$0.00	\$4,287.00	\$0.00	\$0.00	\$4,287.00	\$0.00	\$0.00
94	CCO # 016 CE #302 - S1168 Updates to louvers for CACF room, Void Elevator Vestibule, Valet Office and stair pressurizations, S1-M029, S30205								
94.1	08-44 50.C	\$1,628.00	\$0.00	\$1,628.00	\$0.00	\$0.00	\$1,628.00	\$0.00	\$0.00
95	CCO # 017 CE #361 - S1122 - Coordination of mechanical louvers at Porto-Cochera								
95.1	08-44 50.C	\$1,622.00	\$0.00	\$1,622.00	\$0.00	\$0.00	\$1,622.00	\$0.00	\$0.00
96	CCO # 018 CE #204 - DSI 80 R3 - Revision in Level 2, 3, 4 & 5 Mechanical Rooms and the Ground Floor Gas Meter (S1-M018)								
96.1	08-44 50.C Envelope	\$11,538.00	\$0.00	\$11,538.00	\$0.00	\$0.00	\$11,538.00	\$0.00	\$0.00
97	CCO # 019 CE #232 - DSI 66 R1 Requirements for the wood windows within the heritage facade								
97.1	08-44 50.C Bird Filt	\$4,658.00	\$0.00	\$4,658.00	\$0.00	\$0.00	\$4,658.00	\$0.00	\$0.00
98	CCO # 020 CE #407 - Gamma - PMU retest in Singapore - covering RJC costs associated with PMU 3								
98.1	08-44 50.C Credit	\$37,000.00	\$0.00	\$37,000.00	\$0.00	\$0.00	\$37,000.00	\$0.00	\$0.00
99	CCO # 021 CE #359 - Gamma - PMU retest in USA - covering RJC costs to attend second PMU								
99.1	08-44 50.C Credit	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	\$0.00	\$0.00
100	CCO # 022 CE #407 - Gamma - PMU retest in Singapore - covering RJC costs associated with PMU 3								

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (C - G)	RETAINAGE
100.1	08-44 50.C Credit	\$ (20,875.00)	\$0.00	\$ (20,875.00)	\$0.00	\$ (20,875.00)	\$0.00	\$0.00
101	CCO # 023 CE #451 - Todd Hallam - February expense reimbursement							
101.1	08-44 50.C Societyments	\$ (182.81)	\$0.00	\$ (182.81)	\$0.00	\$ (182.81)	\$0.00	\$0.00
102	CCO # 024 CE #202 - D81 59 R1 - Hotel Mechanical Vents at L05 & L06							
102.1	08-44 50.C Hotel Mechanical Vents at L05 & L06	\$89,563.00	\$0.00	\$89,563.00	\$0.00	\$89,563.00	\$0.00	\$0.00
103	CCO # 025 CE #228 - CD - CCN 22 R1: Removal of NIS-302 from Levels P-1, Concourse 3, 4, 5 and 6							
103.1	08-44 50.C Envelope	\$ (533,643.00)	\$0.00	\$ (526,929.68)	\$0.00	\$ (526,929.68)	\$ (6,713.32)	\$ (40,023.23)
104	CCO # 026 CE #266 - CCN 33 R1 Coordination with Slack-aired report to clarify required locations of seal packages							
104.1	08-44 50.C Seal around the door	\$13,751.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,751.00	\$0.00
105	CCO # 027 CE #305 - SI 105 Revision to Doors DG-SFa and DG-SG to integrate cultural interpretation plan display							
105.1	08-44 50.C Yonge Facade	\$54,833.00	\$0.00	\$10,966.60	\$0.00	\$10,966.60	\$43,866.40	\$1,096.66
106	CCO # 028 CE #369 - SI 127 - Tenant Fit-Out Changes (KSFC): Coordination of revisions to accommodate additional exhaust capacity for kitchens at levels 3 and 4							
106.1	08-44 50.C Changes and additions of mechanical openings	\$21,164.00	\$0.00	\$21,164.00	\$0.00	\$21,164.00	\$0.00	\$0.00
107	CCO # 029 CE #399 - SI 77 R4: Heritage Coordination							
107.1	08-44 50.C Updated Storefront Details	\$24,503.00	\$0.00	\$24,503.00	\$0.00	\$24,503.00	\$0.00	\$367.55
108	CCO # 030 CE #448 - SI 163 - Base Building change to suit Tenant Fit-Out: Revision to accommodate KSFC required refrigerant evacuation vent at Level 03							
108.1	08-44 50.C	\$687.00	\$0.00	\$687.00	\$0.00	\$687.00	\$0.00	\$0.00
109	CCO # 031 CE #467 - SI 180 Revision of IGU to spandrel panel							
109.1	08-44 50.C	\$8,445.00	\$0.00	\$8,445.00	\$0.00	\$8,445.00	\$0.00	\$0.00
110	CCO # 032 CE #473 - Gamma - PMU release in Pennsylvania - covering PJC costs associated with PMU 4							
110.1	08-44 50.C PMU 4 - Consultant's fee	\$ (44,000.00)	\$0.00	\$ (44,000.00)	\$0.00	\$ (44,000.00)	\$0.00	\$0.00
111	CCO # 033 CE #485 - Gamma Weekend Time to install Fire Stop and Smoke Seal at Apple Mechanical Space as Requested by Mizrahi							
111.1	08-44 50.C Curtain wall FS and SS	\$5,682.00	\$0.00	\$5,682.00	\$0.00	\$5,682.00	\$0.00	\$0.00
112	CCO # 034 CE #431 - SI 168 - Base-Building Coordination: Revision to spandrel panel material at NIS canopies							
112.1	08-44 50.C spandrel panel at entrance canopies	\$4,004.00	\$0.00	\$4,004.00	\$0.00	\$4,004.00	\$0.00	\$0.00
113	CCO # 035 CE #491 - Mizrahi, Core and P+P Costs Related to PMU 4 to Date							
113.1	08-44 50.C Recovery of PMU 4 Costs to Date	\$ (42,020.28)	\$0.00	\$ (42,020.28)	\$0.00	\$ (42,020.28)	\$0.00	\$0.00
114	CCO # 036 CE #507 - Premium Time for tube installation on the South & East Elevations of Podium							
114.1	08-44 50.C Overtime premium for south podium tube installation Feb 12, 2022 & Feb 13, 2022	\$14,030.00	\$0.00	\$14,030.00	\$0.00	\$14,030.00	\$0.00	\$0.00
115	CCO # 037 CE #511 - February 2022 PMU Reimbursable Costs							

ITEM NO.	DESCRIPTION OF WORK	C	PROPOSED AMOUNT	E		F	G		H	I
				APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
115.1	08-44 50.C Credit Feb PMU 4.1 Team Costs	\$ (8,408.55)	\$0.00	\$ (8,408.55)	\$0.00	\$0.00	\$ (8,408.55)	100.00%	\$0.00	\$0.00
116.1	08-44 50.C Project team costs for PMU redo	\$ (33,593.47)	\$0.00	\$ (33,593.47)	\$0.00	\$0.00	\$ (33,593.47)	100.00%	\$0.00	\$0.00
117.1	08-44 50.C PMU 4 Team Cost in April 2022	\$ (39,265.08)	\$0.00	\$ (39,265.08)	\$0.00	\$0.00	\$ (39,265.08)	100.00%	\$0.00	\$0.00
118.1	08-44 50.C Revisions to 4 pcs of glass	\$4,018.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,018.00	\$0.00
119.1	08-44 50.C Back charge for PMU costs	\$ (22,643.37)	\$0.00	\$ (22,643.37)	\$0.00	\$0.00	\$ (22,643.37)	100.00%	\$0.00	\$0.00
120.1	08-44 50.C Reduction of Hardware Allowance to Cover	\$ (51,778.23)	\$0.00	\$ (51,778.23)	\$0.00	\$0.00	\$ (51,778.23)	100.00%	\$0.00	\$0.00
121.1	08-44 50.C Envelope	\$37,613.00	\$0.00	\$37,613.00	\$0.00	\$0.00	\$37,613.00	100.00%	\$0.00	\$0.00
122.1	08-44 50.C Replacement of Damaged Tubes	\$24,574.00	\$0.00	\$24,574.00	\$0.00	\$0.00	\$24,574.00	100.00%	\$0.00	\$0.00
123.1	08-44 50.C Addition of revolving door grills	\$97,628.00	\$0.00	\$97,628.00	\$0.00	\$0.00	\$97,628.00	100.00%	\$0.00	\$0.00
124.1	08-44 50.C Offsetting Reduction in Hardware Allowance	\$ (97,628.00)	\$0.00	\$ (97,628.00)	\$0.00	\$0.00	\$ (97,628.00)	100.00%	\$0.00	\$0.00
125.1	08-44 50.C Interior Finishes at Diagrid Panels - Credit	\$ (16,617.00)	\$0.00	\$ (16,617.00)	\$0.00	\$0.00	\$ (16,617.00)	100.00%	\$0.00	\$0.00
126.1	08-44 50.C Revised window opening YSF due to brick change	\$2,990.00	\$0.00	\$2,990.00	\$0.00	\$0.00	\$2,990.00	100.00%	\$0.00	\$0.00
127.1	08-44 50.C Reduction in YSF cash allowance	\$ (2,990.00)	\$0.00	\$ (2,990.00)	\$0.00	\$0.00	\$ (2,990.00)	100.00%	\$0.00	\$0.00
128.1	08-44 50.C Panels for Back of Diagrid Frames 3 to 16	\$203,133.00	\$0.00	\$162,506.40	\$0.00	\$0.00	\$162,506.40	80.00%	\$40,626.60	\$16,250.64
129.1	08-44 50.C Loss Time to Gamma Due to Tower Crane Cancellation	\$4,943.09	\$0.00	\$4,943.09	\$0.00	\$0.00	\$4,943.09	100.00%	\$0.00	\$0.00

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	RETAINAGE
	Lost Time							
131	CCO# 053 CE #545 - Repair of Damage to Curtain Wall Frame F041-05001 at 5th Floor North Elevation by Amherst							
131.1	08-44 50.C Repair of Panels on Curtain Wall Frame F041-05001	\$3,694.00	\$0.00	\$3,694.00	\$0.00	\$3,694.00	100.00%	\$0.00
132	CCO# 054 CE #391 - 5/99 R3 West wing wall Changes							
132.1	08-44 50.C Additional joints, framing, and supports	\$17,970.00	\$0.00	\$17,970.00	\$0.00	\$17,970.00	100.00%	\$0.00
133	CCO# 055 CE #581 - PMU 4.1.1 Vent Test Consultant Costs							
133.1	08-44 50.C RJC Reimbursable Costs PMU 4.1.1	\$7,200.00	\$0.00	\$7,200.00	\$0.00	\$7,200.00	100.00%	\$0.00
134	CCO# 056 CE #546 - Custom Mount for Devices Installed Between V-Wall Cladding Flutes							
134.1	08-44 50.C Mounts for devices on V wall cladding	\$5,736.00	\$0.00	\$5,736.00	\$0.00	\$5,736.00	100.00%	\$0.00
135	CCO# 057 CE #588 - Temporary Overhead Protection							
135.1	08-44 50.C Credit for LG Overhead Protection	\$637,000.00	\$0.00	\$637,000.00	\$0.00	\$637,000.00	100.00%	\$0.00
136	CCO# 059 CE #647 - Settlement of Claims - Milestone Payment Schedule							
136.1	08-44 50.C Annex "A" Milestone Payment Schedule	\$9,000,000.00	\$0.00	\$4,975,000.00	\$0.00	\$4,975,000.00	62.19%	\$3,025,000.00
136.2	08-44 50.C Settlement of Additional Reimbursements	\$1,800,000.00	\$0.00	\$1,800,000.00	\$0.00	\$1,800,000.00	100.00%	\$0.00
137	CCO# 060 CE #659 - Desclope Agreement - Annex A Amounts							
137.1	08-44 50.C Desclope Amounts from Annex A of Settlement Agreement	\$15,166,351.23	\$0.00	\$15,166,351.23	\$0.00	\$15,166,351.23	100.00%	\$0.00
138	CCO# 061 CE #661 - Missed Embeds							
138.1	08-44 50.C Missed Embeds L17 Slab	\$10,697.00	\$0.00	\$6,601.00	\$0.00	\$6,601.00	61.71%	\$4,096.00
139	CCO# 062 CE #661 - Missed Embeds							
139.1	08-44 50.C Missed Embeds U/S of L19	\$9,646.00	\$0.00	\$9,646.00	\$0.00	\$9,646.00	100.00%	\$0.00
	TOTALS:	\$5,980,280.93	\$0.00	\$9,088,510.01	\$0.00	\$9,088,510.01	151.97%	\$(21,648.27)

Grand Totals

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	RETAINAGE
	GRAND TOTALS:	\$41,104,064.07	\$0.00	\$35,980,414.27	\$0.00	\$35,980,414.27	87.53%	\$5,123,649.80
	Reasons for Difference							\$957,620.97

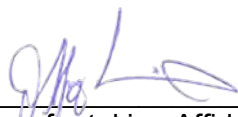
This is Exhibit "E" referred to in the

Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits (*or as may be*)



Gamma Windows and Walls International Inc.

December 21, 2023

Via: E-mail

ATTN: Mr. Esteban Yanqueleveh
Vice President, Construction
Mizrahi Inc.
125 Hazelton Avenue
Toronto, Ontario, M5R 2E4

RE: Notice in Writing of Default of Payment – SCC 7.2.3 and SCC 7.2.4

Subcontract Agreement dated May 17, 2019 between Mizrahi Inc. (“Mizrahi”) as Contractor and Gamma Windows and Walls International Inc. (“Gamma”) as Subcontractor (the “Subcontract”)

As Amended by the Settlement Agreement dated June 8, 2023 (the “Settlement Agreement”)

Dear Mr. Yanqueleveh,

Notice in Writing of Default of Payment is hereby given by Gamma to Mizrahi further to SCC 7.2.3 of the Subcontract.

Further to the Settlement Agreement, Mizrahi agreed to release portions of the holdback. Further to Gamma’s invoice 1808-49 dated October 11, 2023, Gamma invoiced, and Mizrahi approved, the payment of \$455,067.18 plus HST of holdback for a total of \$514,225.91. We enclose herewith a copy of such invoice, with Mizrahi’s approval. The said payment should have been released no later than November 30, 2023. Mizrahi has failed or refused to release such payments in breach of the Subcontract and the Settlement Agreement.

Further to SCC 7.2.4, Mizrahi has 5 Working Days to cure its default by the release of the said payment. If Mizrahi fails to do so, Gamma will have the right to suspend its Work and/or terminate the Subcontract.

The foregoing is without prejudice to the right of Gamma to exercise other rights or remedies which include, but are not limited to, its right to immediately exercise its option to descope the remainder of its installation work further to paragraph 18 of the Settlement Agreement, for the reasons described in Gamma’s letter of November 21, 2023 and/or register a claim for lien against title to the project.



Gamma Windows and Walls International Inc.

Sincerely,

 Digitally
signed by
Michael Wu

Michael Wu
Project Director
Gamma Windows and Walls International Inc.

Cc Alvarez & Marsal Canada Inc., Receiver
Cc Knightsbridge Development Corporation, Receiver-Appointed Project Manager


This is Exhibit "F" referred to in the

Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.


A Commissioner for taking Affidavits (or as may be)

From: [Glenn Grenier](#)
To: [Nevsky, Joshua](#); [Jeffrey Levine](#)
Cc: [Ferguson, Stephen](#); [Will Smith](#); [Armstrong, Christopher](#); [Wise, Howard](#); [Rebollo Patmore, Augusto](#)
Subject: RE: The One - Gamma Holdback Invoice
Date: Saturday, December 23, 2023 5:04:50 PM

Hi Josh

That is satisfactory.

As you may have been informed, Gamma's forces attended today in good faith.

Glenn

mcmillan

Glenn Grenier*

Partner/Co-Chair, Construction, Aviation

Pronoun: He / Him / His - Il / lui / son

d 416.307.4005

glenn.grenier@mcmillan.ca

*A Professional Corporation

Assistant: Kinga Kmiec | 416.865.7220 | kinga.kmiec@mcmillan.ca

CONFIDENTIALITY NOTICE: This email, including any attachments, may contain information that is confidential and privileged. Any unauthorized disclosure, copying or use of this email is prohibited. If you are not the intended recipient, please notify us by reply email or telephone call and permanently delete this email and any copies immediately.

Please consider the environment before printing this e-mail.

From: Nevsky, Joshua <jnevsky@alvarezandmarsal.com>

Sent: Saturday, December 23, 2023 3:55 PM

To: Glenn Grenier <Glenn.Grenier@mcmillan.ca>; Jeffrey Levine <Jeffrey.Levine@mcmillan.ca>

Cc: Ferguson, Stephen <sferguson@alvarezandmarsal.com>; Will Smith <wsmith@knightsbridgecorp.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>; Wise, Howard <hwise@goodmans.ca>; Rebollo Patmore, Augusto <apatmore@alvarezandmarsal.com>

Subject: RE: The One - Gamma Holdback Invoice

[EXTERNAL/EXTERNE]

Glenn, thank you for your email. We don't agree with everything you've said below (and in not specifically addressing your points, we shouldn't be taken to accept Gamma's positions), but in the interest of trying to move this along, the Receiver confirms it will pay, or cause to be paid, to Gamma \$514,225.91 (the "Payment") by no later than December 29, 2023. In making this commitment, there are 3 points we want to emphasize:

1. The Receiver is not bound by the Gamma subcontract or settlement agreement with Mizrahi Inc., and in making the Payment, the Receiver is not agreeing to be bound by those

agreements or otherwise assuming any liability under them.

2. The “no personal liability of the Receiver” provision you noted is just intended to ensure that it is understood that Alvarez & Marsal Canada Inc. has no personal liability for the Payment, and that recourse is limited to receivership assets. It is a boilerplate point Jeff will be familiar with and I am sure will get you and your client comfortable with.
3. While the Receiver is not conditioning the Payment on Gamma performing the work it is scheduled to perform during the holiday period, we are proceeding in good faith on Gamma’s confirmation (reflected in your email below) that it will continue to perform its scheduled work over the holiday period upon the Receiver confirming the Payment will be made, as this email does.

I trust this email is now satisfactory and Gamma has the comfort it was looking for that the Payment will be made.

Josh Nevsky
Alvarez & Marsal
D: 416.847.5161
M: 416.710.0910

From: Glenn Grenier <Glenn.Grenier@mcmillan.ca>
Sent: Saturday, December 23, 2023 7:46 AM
To: Nevsky, Joshua <jnevsky@alvarezandmarsal.com>; Jeffrey Levine <Jeffrey.Levine@mcmillan.ca>
Cc: Ferguson, Stephen <sferguson@alvarezandmarsal.com>; Will Smith <wsmith@knightsbridgecorp.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>; Wise, Howard <hwise@goodmans.ca>; Rebollo Patmore, Augusto <apatmore@alvarezandmarsal.com>
Subject: RE: The One - Gamma Holdback Invoice

 [EXTERNAL EMAIL]: Use Caution

Good Morning Josh

Please see my comments below in red.

Glenn

mcmillan

Glenn Grenier*

Partner/Co-Chair, Construction, Aviation
 Pronoun: He / Him / His - Il / lui / son
 d 416.307.4005
glenn.grenier@mcmillan.ca

*A Professional Corporation

Assistant: Kinga Kmiec | 416.865.7220 | kinga.kmiec@mcmillan.ca

CONFIDENTIALITY NOTICE: This email, including any attachments, may contain information that is confidential and privileged. Any unauthorized disclosure, copying or use of this email is prohibited. If you are not the intended recipient, please notify us by reply email or telephone call and permanently delete this email and any copies immediately.

Please consider the environment before printing this e-mail.

From: Nevsky, Joshua <jnevsky@alvarezandmarsal.com>
Sent: Friday, December 22, 2023 5:30 PM
To: Glenn Grenier <Glenn.Grenier@mcmillan.ca>; Jeffrey Levine <Jeffrey.Levine@mcmillan.ca>
Cc: Ferguson, Stephen <sferguson@alvarezandmarsal.com>; Will Smith <wsmith@knightsbridgecorp.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>; Wise, Howard <hwise@goodmans.ca>; Rebollo Patmore, Augusto <apatmore@alvarezandmarsal.com>
Subject: RE: The One - Gamma Holdback Invoice

[EXTERNAL/EXTERNE]

Dear Glenn and Jeff:

This email will confirm that Alvarez & Marsal Canada Inc. in its capacity as receiver and manager (the “**Receiver**”) of all of the assets, undertakings and properties of the Mizrahi Commercial (The One) LP, Mizrahi Development Group (The One) Inc., and Mizrahi Commercial (The One) GP Inc. (together, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including the 85-storey condominium, hotel and retail tower located at the southwest corner of Yonge and Bloor in Toronto (the “**The One Project**”) will, on or before December 29, 2023, pay, or cause to be paid, to Gamma Windows and Walls International Inc. (“**Gamma**”) the amount of \$514,225.91 (the “**Payment**”), on and subject to the following terms and conditions:

Thank you. I have reviewed your email with my clients. While you may have reasonably thought your three conditions were simply and unproblematic, they are problematic when one understands the details as described below. We do not wish to be difficult, but as stated in during our call, Gamma is not willing to renegotiate the terms and conditions of the Settlement Agreement with the Receiver (nor Mizrahi). The Payment (as defined above) is due and payable further to the terms and conditions of the Subcontract as amended by the Settlement Agreement. Gamma is not required to agree to additional terms and condition to obtain the funds to which it is already entitled, as confirmed (certified) by Mizrahi Inc.. Gamma is willing to confirm it will carry on provided the Payment Default is cured as discussed and stated repeatedly.

1. Gamma immediately withdraws the notice in writing of default of payment delivered to Mizrahi Inc. dated December 21, 2023 (the “**Default Notice**”);

Gamma hereby confirms that upon Gamma’s receipt of the Payment (as defined above) on or before December 29, 2023, the Default will be considered cured within the required time and the Default Notice shall be deemed hereby to be automatically withdrawn at that time, without anything further (unless you wish something further which we will be pleased to provide). Gamma will also confirm

receipt of the Payment in writing forthwith once it is made.

2. Gamma attends at site on The One Project as scheduled for the period December 23, 2023, through and including December 29, 2023, to perform the work Gamma (and/or its suppliers and installers) is scheduled to perform during this period; and

To clarify, Gamma had an arrangement with Mizrahi that it would work on December 23, 2023 and during the following week between Christmas and New Year's (and pay its forces overtime in so doing) provided that Mizrahi certified and paid Gamma's **December** draw (attached) by December 29, 2023. The purpose of Gamma working on December 23 and during the holiday period that followed was to ensure, in accordance with Gamma's arrangements with Mizrahi, that all items in the approved **December** progress draw would be finished by Dec 29, 2023, for which Gamma would be paid. That is why Gamma is willing to work and pay overtime.

The failure of the Receiver to allow the release of the previously agreed/certified holdback amounts billed in **October** jeopardized the arrangements described in the preceding paragraph. The Receiver's confirmation it will release payment for that October invoice, also by no later than December 29, 2023, removes that jeopardy and allows the arrangement described above to proceed. Gamma is not agreeing to work during the holiday period (including overtime) for the Payment (of \$514, 225.91 as defined above) to which it is already entitled and which is overdue. Rather, the Receiver's confirmation it will release the Payment (as defined above) means that Gamma is willing to continue with its arrangements with Mizrahi for holiday work, for the reasons and for the payment incentives offered by Mizrahi, to do with the **December** draw, not the **October** invoices.

3. Gamma confirms it has no right, title or interest in or to any of the materials or supplies Gamma has supplied to The One Project to date (whether on site at The One Project, in transit, or stored at a third party warehouse), provided that Gamma reserves the right to be paid in full for any materials or supplies supplied to The One Project.

This is not precisely in accordance with the Subcontract, as modified by the Settlement Agreement but is close. To clarify, materials are listed on a line by line basis in the Statement of Values agreed upon at the beginning of the Subcontract which is the basis for Gamma's progress draws under the Subcontract as amended by the Settlement Agreement. Once Gamma is paid in full, including holdback, for the materials in a particular line item in the Statement of Values, Gamma confirms it has no further right, title or interest in the materials in that line item.

The Receiver confirms that it is authorizing the Payment on the basis of Gamma's commitment that it intends to complete its remaining scope of work at The One Project, which work is expected to be completed on or before January 31, 2024. In the event Gamma does not complete its remaining

scope of work, the Receiver reserves all rights to recover the Payment and any other rights and claims it may have against Gamma.

There are a number of issues with the foregoing which are not consistent with the terms of the Settlement Agreement, which Gamma has stated, it is unwilling to renegotiate. As long as Gamma is paid in accordance with the terms of it Subcontract, as modified by the Settlement Agreement, it intends to finish its scope of work further to the Settlement Agreement, subject to the provisos below.

There is no January 31, 2024 deadline in the Settlement Agreement and Gamma is unwilling to add one. January 31, 2024 is a projection and a goal, but not a commitment. Gamma (and Mizrahi) would very much like Gamma to be finished by January 31, 2024 but Gamma cannot and will not commit to that date, or any date. As noted in the previous correspondence, Gamma's ability to finish by earlier dates desired by both Gamma and Mizrahi was not possible because of contingencies which occurred on site, which leads to the next point.

As part of the Settlement Agreement, Gamma and Mizrahi agree not to assert further claims for delay against each other (a major source of dispute between the parties which was settled by the Settlement Agreement). So, Gamma is not blaming Mizrahi and Gamma expects no blame from Mizrahi as set out in the Settlement Agreement. But given all that has happened on this project, Gamma is unwilling to commit to any date and is not required to do so under the Settlement Agreement.

Finally, you propose as a condition that if Gamma does not complete its remaining scope, the Receiver reserves all rights to recover the Payment. Not acceptable for at least two reasons:

- a. The Payment is holdback for work already certified by Mizrahi to be completed, which holdback belongs to Gamma, as certified by Mizrahi back in October. As you have pointed out, the Receiver is not a party to the Subcontract nor the Amending Agreement. The Receiver has no claim to these funds and on the contrary, these funds are trust funds pursuant to the *Construction Act*, having previously been certified. Your assertion the Receiver could possibly claim them is not understood but in any event, is not acceptable.
- b. As discussed during the call, there are certain aspects of Gamma's work, even as descoped further to the Settlement Agreement, which may have to be further descoped, because they are simply not ready and both Mizrahi and Gamma recognize this necessity. For example, I described an issue with the door hardware design

which has still not been finalized by Mizrahi and which Gamma and Mizrahi have discussed further descoping (in accordance with the formula in the Settlement Agreement). Another example (not described during our call, but described in detail in Gamma's letter of November 21, 2023, is the fact that the predecessor work for the glazing work on the Yonge Street façade is still not ready and may not be ready when Gamma is finished its other work (which Gamma is targeting for January 31, 2024). Again, there have been discussions between Mizrahi and Gamma about possibly descoping that work as well because other trades do not have the area ready for Gamma's glazing work and are not expected to have the area ready at any time in the near future. Thus, your proposed commitment by Gamma to the Receiver to complete its remaining work, when that work may have to be descoped as a practical matter through realities recognized by Mizrahi and Gamma, is problematic.

The Receiver shall have no, and hereby disclaims any, personal liability in connection with the Payment. Understood, but that works both ways. The Receiver repeated several times it was not a party to the Subcontract nor the Settlement Agreement. If the Receiver is not committing to anything, then how is Gamma bound by anything?

Gamma is not cancelling its (overtime) work on December 23, 2023 nor the work over the holidays (as described in red under item 2) upon the undertaking of the Receiver to ensure the release of the \$514,225.91 Payment during the week of December 25, 2023. Thereafter, Gamma will continue its work under its Subcontract, as amended by the Settlement Agreement, as long it is paid in accordance with those arrangements.

If the foregoing terms are acceptable to Gamma, please confirm same by reply email, including confirming withdrawal of the Default Notice. Please confirm the foregoing with the qualifications in red or, if you prefer, simply confirm the paragraph above.

Yours truly,

Alvarez & Marsal Canada Inc. in its capacity as Receiver, and not in its personal or corporate capacity

Per: Josh Nevsky

Josh Nevsky
Alvarez & Marsal

D: 416.847.5161
M: 416.710.0910

From: Glenn Grenier <Glenn.Grenier@mcmillan.ca>
Sent: Friday, December 22, 2023 7:53 AM
To: Nevsky, Joshua <jnevsky@alvarezandmarsal.com>; Jeffrey Levine <Jeffrey.Levine@mcmillan.ca>
Cc: Ferguson, Stephen <sferguson@alvarezandmarsal.com>; Will Smith <wsmith@knightsbridgecorp.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>
Subject: RE: The One - Gamma Holdback Invoice

 **[EXTERNAL EMAIL]: Use Caution**

Hi Josh

Although Alvarez and Marsal has been copied on some of this before, attached please find:

- a. Gamma's Notice of (Payment) Default issued yesterday;
- b. The executed Settlement Agreement of June 8, 2023 (referenced in the Default Letter); and
- c. Gamma's Response Letter of Nov 21, 2023 (referenced in the Default Letter) outlining Gamma's right to descope further to Paragraph 18 of the Amending Agreement.

Glenn

mcmillan

Glenn Grenier*

Partner/Co-Chair, Construction, Aviation
Pronoun: He / Him / His - Il / lui / son
d 416.307.4005
glenn.grenier@mcmillan.ca

*A Professional Corporation

Assistant: Kinga Kmiec | 416.865.7220 | kinga.kmiec@mcmillan.ca

CONFIDENTIALITY NOTICE: This email, including any attachments, may contain information that is confidential and privileged. Any unauthorized disclosure, copying or use of this email is prohibited. If you are not the intended recipient, please notify us by reply email or telephone call and permanently delete this email and any copies immediately.

Please consider the environment before printing this e-mail.

From: Nevsky, Joshua <jnevsky@alvarezandmarsal.com>
Sent: Thursday, December 21, 2023 10:40 PM
To: Jeffrey Levine <Jeffrey.Levine@mcmillan.ca>
Cc: Glenn Grenier <Glenn.Grenier@mcmillan.ca>; Ferguson, Stephen <sferguson@alvarezandmarsal.com>; Will Smith <wsmith@knightsbridgecorp.ca>; Armstrong, Christopher <carmstrong@goodmans.ca>
Subject: RE: The One - Gamma Holdback Invoice

[EXTERNAL/EXTERNE]

Hi Jeff, thank you for the note and confirming receipt. We will follow up asap to schedule a call for tomorrow.

Thanks,
Josh

Josh Nevsky
Alvarez & Marsal
D: 416.847.5161
M: 416.710.0910

From: Jeffrey Levine <Jeffrey.Levine@mcmillan.ca>
Sent: Thursday, December 21, 2023 6:36 PM
To: Nevsky, Joshua <jnevsky@alvarezandmarsal.com>
Cc: Glenn Grenier <Glenn.Grenier@mcmillan.ca>
Subject: The One - Gamma Holdback Invoice

 **[EXTERNAL EMAIL]: Use Caution**

Hi Josh,

Hope you're well as we move into the last week of 2023.

You may recall that McMillan acts for Gamma with respect to its work on The One. I have copied my partner, Glenn Grenier, in our Construction Law Group. We'd appreciate a short call with the Receiver tomorrow to walk through an issue that has come up with the release of holdback to our client. Let me know if that can be accommodated.

Any time tomorrow from 8:30am to 10:15am, or 1:15pm to 6pm works.

Gamma is party to a settlement agreement dated June 8, 2023 that provides for, among other things, its right to holdback. Gamma submitted the attached holdback invoice a few months back. Mizrahi approved the invoice and, in accordance with the settlement agreement, was supposed to make payment at the end of November. We are told that the Receiver has refused to do so. We would like to address that position.

Thanks very much,

mcmillan

Jeffrey Levine*

Partner – Group Head, Complex Disputes and Regulatory Regimes Group

Pronoun: He / Him / His - Il / lui / son

d 416.865.7791 | f 416.865.7048

jeffrey.levine@mcmillan.ca

*Professional Corporation

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

McMillan LLP

Lawyers | Patent & Trademark Agents

Brookfield Place, 181 Bay Street, Suite 4400

Toronto, Ontario M5J 2T3

[my bio](#) | mcmillan.ca

CONFIDENTIALITY NOTICE: This email, including any attachments, may contain information that is confidential and privileged. Any unauthorized disclosure, copying or use of this email is prohibited. If you are not the intended recipient, please notify us by reply email or telephone call and permanently delete this email and any copies immediately.

Please consider the environment before printing this e-mail.

McMillan is committed to providing electronic communications that are relevant to you and your business. To sign up to receive other electronic communications from us or to unsubscribe from receiving electronic messages sent on behalf of McMillan, please visit the [McMillan Online Subscription Centre](#).

McMillan s'engage à vous envoyer des communications électroniques appropriées pour vous et votre entreprise. Pour vous abonner et recevoir des communications électroniques de notre part, ou pour vous désabonner et ne plus recevoir de telles communications, veuillez visiter le [centre d'abonnement en ligne de McMillan](#).

McMillan is committed to providing electronic communications that are relevant to you and your business. To sign up to receive other electronic communications from us or to unsubscribe from receiving electronic messages sent on behalf of McMillan, please visit the [McMillan Online Subscription Centre](#).

McMillan s'engage à vous envoyer des communications électroniques appropriées pour vous et votre entreprise. Pour vous abonner et recevoir des communications électroniques de notre part, ou pour vous désabonner et ne plus recevoir de telles communications, veuillez visiter le [centre d'abonnement en ligne de McMillan](#).

McMillan is committed to providing electronic communications that are relevant to you and your business. To sign up to receive other electronic communications from us or to unsubscribe from receiving electronic messages sent on behalf of McMillan, please visit the [McMillan Online Subscription Centre](#).

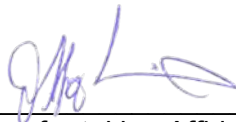
McMillan s'engage à vous envoyer des communications électroniques appropriées pour vous et votre entreprise. Pour vous abonner et recevoir des communications électroniques de notre part, ou pour vous désabonner et ne plus recevoir de telles communications, veuillez visiter le [centre d'abonnement en ligne de McMillan](#).

This is Exhibit "G" referred to in the
Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits *(or as may be)*



Alvarez & Marsal Canada Inc.
 Licensed Insolvency Trustees
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900, P.O. Box 22
 Toronto, ON M5J 2J1
 Phone: +1 416 847 5200
 Fax: +1 416 847 5201

February 26, 2024

DELIVERED BY EMAIL

To: All Contractors, Trades and Suppliers to The One Project

Re: Replacement of the General Contractor and Developer on The One Project

As you are aware, on October 18, 2023, pursuant to the Order (Appointing Receiver) (the “**Receivership Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), Alvarez & Marsal Canada Inc. was appointed as receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Mizrahi Commercial (The One) LP, Mizrahi Development Group (The One) Inc. and Mizrahi Commercial (The One) GP Inc. (collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including in connection with the development of an 85-storey condominium, hotel and retail tower located at the southwest corner of Yonge Street and Bloor Street West in Toronto, Ontario (the “**The One Project**”).

The purpose of this letter is to notify you that effective March 13, 2024, the Receiver has engaged SKYGRiD Construction Inc. (“**SKYGRiD**”) to act as the new construction manager in respect of The One Project, and to continue the development and construction of The One Project in the ordinary course. Knightsbridge Development Corporation (“**Knightsbridge**”) will continue in its role as the Receiver’s project manager.

Please be advised that on February 26, 2024, the Receiver issued a notice of disclaimer to Mizrahi Inc. in its capacity as the general contractor and developer of The One Project (the “**Notice of Disclaimer**”), effective as of March 13, 2024. The Notice of Disclaimer was issued pursuant to paragraph 5 of the Receivership Order and disclaims both the Construction Management Agreement and the GC Agreement (each as defined in the Receivership Order).

Going forward, Mizrahi Inc., Sam M Inc. and Sam Mizrahi, and any other Mizrahi-affiliated entities, will have no continued involvement or association with the development and construction of The One Project.

Please note the following important items:

- The Receiver determined that it is in the best interests of The One Project to have SKYGRiD act as the new construction manager to lead continuing development and construction. This important decision was made to provide an increased level of stability for The One Project and should not otherwise impact day-to-day operations.
- Monthly payments due to contractors, trades and other suppliers to The One Project will continue to be funded by the Receiver in the ordinary course.

Please direct payment requests and copies of invoices to SKYGRiD at svirk@skygrid.ca and copy the Receiver at TheOnePayments@alvarezandmarsal.com.

- Pursuant to paragraph 17 of the Receivership Order, all persons having oral or written agreements or mandates for the supply of goods and/or services to The One Project, are restrained from discontinuing or terminating the supply of any such goods and services. This means that all

contractors, trades and other suppliers to The One Project, including those having contractual arrangements with Mizrahi Inc., are required to continue providing goods and services, and will continue to be paid in the normal course pursuant to the terms of the Receivership Order.

Please also review Appendix A of this letter, which provides answers to certain additional questions you may have.

Should you have any further questions regarding the above, or any other inquiries relating to The One Project, please contact any of the following:

Receiver	theone@alvarezandmarsal.com	1-855-499-1480
SKYGRiD	info@skygrid.ca	416-622-9602
Knightsbridge	info@knightsbridgecorp.ca	647-368-7510

Court filings and additional information concerning the receivership proceedings are available at the Receiver's website at www.alvarezandmarsal.com/theone.

Nothing in this letter shall be construed to constitute an affirmation or assumption of any contract by the Receiver or SKYGRiD, and the Receiver expressly disclaims any personal liability under or in connection with any such contract.

Your continued support and ongoing cooperation are highly valued.

Yours very truly,

**ALVAREZ & MARSAL CANADA INC.,
SOLELY IN ITS CAPACITY AS COURT-
APPOINTED RECEIVER AND MANAGER OF
MIZRAHI COMMERCIAL (THE ONE) LP,
MIZRAHI DEVELOPMENT GROUP (THE ONE)
INC., AND MIZRAHI COMMERCIAL (THE ONE)
GP INC., AND NOT IN ITS PERSONAL OR
CORPORATE CAPACITY**



APPENDIX A IMPORTANT QUESTIONS AND ANSWERS

1. Why was this decision made?

The Receiver determined that it is in the best interests of The One Project to have SKYGRiD act as the new construction manager and to lead the continuing development and construction of The One Project.

The Receiver believes this change will provide an increased level of stability to The One Project and will allow The One Project to be completed in a more efficient and timely manner.

SKYGRiD is a highly experienced construction manager with a long track record of delivering successful projects across Canada, including large and complex developments similar to The One Project, as well as taking over large development projects in the context of insolvency proceedings.

2. What does this mean for my contract with Mizrahi Inc.?

Pursuant to paragraph 17 of the Receivership Order, all persons having oral or written agreements or mandates for the supply of goods and/or services to The One Project (including contracts with Mizrahi Inc.) are restrained from discontinuing or terminating the supply of any such goods and services.

This means all contractors, trades and other suppliers, including those having contractual arrangements with Mizrahi Inc., are required to continue providing goods and services, and will continue to be paid in the normal course pursuant to the terms of the Receivership Order.

A representative of SKYGRiD will contact you to discuss entering into a new arrangement for the continued supply of goods and/or services to The One Project. During the immediate period and before arrangements are made directly with SKYGRiD, the Receiver requires all contractors, trades, suppliers and other persons to continue to perform under existing contracts in accordance with the terms of the Receivership Order.

3. How will I get paid?

Payments will continue to be funded by the Receiver on a monthly basis in the normal course pursuant to the terms of the Receivership Order.

As previously communicated, at the commencement of the receivership proceedings, the Receiver secured financing in the amount of up to \$315 million to fund ongoing construction of The One Project and the costs of the receivership. Since the commencement of the Receivership on October 18, 2023, the Receiver has disbursed approximately \$70 million from such financing. Accordingly, up to \$245 million of financing remains available.

4. Can I terminate my contract with The One Project?

No. Pursuant to paragraph 16 of the Receivership Order, all contractors and trades are prohibited from terminating or ceasing to perform any contract in respect of The One Project. Further, pursuant to paragraph 17 of the Receivership Order, all persons having oral or written agreements or



mandates for the supply of goods and/or services relating to The One Project are restrained from discontinuing or terminating the supply of any such goods and services.

5. Where do I send my invoices?

Monthly payments will continue to be funded by the Receiver in the normal course pursuant to the terms of the Receivership Order.

Please direct copies of all future and outstanding invoices to SKYGRiD at svirk@skygrid.ca and copy the Receiver at TheOnePayments@alvarezandmarsal.com.

6. Does the change in general contractor affect my ability to register liens against The One Project?

All contractual and statutory rights to register construction liens against The One Project remain unaffected by the change in general contractor. However, the process by which lien claimants may exercise such rights will be affected by the proposed Lien Regularization Order (the “**LRO**”), the approval of which is sought by the Receiver in its upcoming motion, returnable March 7, 2024 (the “**Receiver’s Motion**”).

The Receiver is seeking approval of the LRO to provide for an alternative process for lien claimants seeking to exercise their rights under the *Construction Act* (Ontario) without impacting the availability of financing to the Receiver, thereby ensuring the stability and ongoing construction of The One Project.

Rather than registering liens against title to The One Project, under the proposed LRO, lien claimants will provide a lien notice to the Receiver in accordance with the LRO and within the time frame prescribed by the *Construction Act* (Ontario) to preserve their lien claim for The One Project. By delivery of the lien notice, lien claimants shall be deemed to have preserved and perfected their lien claim and will then be granted a charge against The One Project equivalent to the lien rights provided for under the *Construction Act* (Ontario).

Further details regarding the LRO and the additional relief sought by the Receiver in the Receiver’s Motion can be found in the Receiver’s Motion Record, which will be made available on the Receiver’s website at www.alvarezandmarsal.com/theone.

All contractors and trades are requested to please contact the Receiver or SKYGRiD prior to registering any liens against the Project, in order to discuss the basis for any lien claim, the process for registering a lien claim, as well as any alternative solutions that may exist and be acceptable to all parties.

7. What is happening with respect to holdbacks?

At the commencement of the receivership proceedings, the Receiver transferred all holdback amounts into a new account held by the Receiver.

All holdback funds continue to be held by the Receiver.

8. What are the contemplated next steps in these receivership proceedings?

Following the hearing of the Receiver's Motion, the Receiver intends to finalize a proposed sale and investment solicitation process (the "**SISP**") in respect of The One Project. The Receiver understands that the Debtors' senior secured lenders (the "**Senior Secured Lenders**") intend to participate in the SISP. While the exact nature of the Senior Secured Lenders' participation remains under discussion, the Receiver has been working with the Senior Secured Lenders to ensure the SISP is designed in a manner that results in a transaction that will see The One Project being funded and continued until it is fully developed and completed.

The Receiver expects to return to the Court to seek approval of the SISP in the coming weeks.

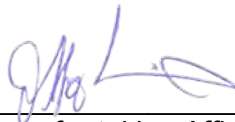
This is Exhibit "H" referred to in the

Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits *(or as may be)*

March 6, 2024

DELIVERED BY EMAIL

To: All Contractors, Trades and Suppliers to The One Project
Subject: THE ONE PROJECT – APPOINTMENT OF SKYGRID CONSTRUCTION INC. AS CONSTRUCTION MANAGER

As you are aware, on October 18, 2023, pursuant to the Order (Appointing Receiver) (the “Receivership Order”) of the Ontario Superior Court of Justice (Commercial List) (the “Court”), Alvarez & Marsal Canada Inc. was appointed as receiver and manager (the “Receiver”), without security, of all of the assets, undertakings and properties of Mizrahi Commercial (The One) LP, Mizrahi Development Group (The One) Inc. and Mizrahi Commercial (The One) GP Inc. (collectively, the “Debtors”) acquired for, or used in relation to a business carried on by the Debtors, including in connection with the development of an 85-storey condominium, hotel and retail tower located at the southwest corner of Yonge Street and Bloor Street West, in Toronto, Ontario (the “The One Project”).

We are writing to you, as a contractor, vendor, or supplier of the The One Project to provide you with information concerning:

- (1) The status of the Project;
- (2) The ordering and payment of amounts for work performed on the Project up to, and including March 12th, 2024;
- (3) The ordering and payment of amounts for work performed on the Projects after March 12th, 2024; and
- (4) Additional information required to assist with continuity of work.

This letter contains important information regarding payment and future work on the Project. We ask that you review this letter in detail to confirm that you acknowledge and agree to the below.

(1) Status of the Project:

Effective March 13, 2024, the Receiver has engaged SKYGRiD Construction Inc. ("SKYGRiD") to act as the new construction manager in respect of The One Project, and to continue to manage the development and construction of The One Project in the ordinary course. SKYGRiD has spoken with most of the Subcontractors, Suppliers, and Vendors, on the Projects to discuss ongoing supply arrangements and the status of their accounts. This process may continue over the coming days.

Pursuant to the Receivership Order, all contractors, trades and other suppliers to The One Project are required to continue providing goods and services to The One Project, and will continue to be paid in the normal course pursuant to the terms of the Receivership Order.

Further, all contractors, trades and other suppliers are requested to please contact the Receiver or SKYGRiD prior to registering any liens against The One Project, in order to discuss the basis for any lien claim, the process for registering a lien claim, as well as any alternative solutions that may exist and be acceptable to all parties.

If you have not already spoken with a representative of SKYGRiD, please contact either Chad MacWilliam at 647-824-9911, or Adam Marciniak at 416-561-8365.

(2) Work performed to, and including the date of March 12, 2024:

Payments due to contractors, trades and other suppliers to The One Project will continue to be funded by the Receiver in the ordinary course. Invoices for work performed, or for services supplied up to, and including the date of March 12, 2024, will be submitted via the current invoicing process without change.

(3) Work performed on, or after the date of March 13, 2024:

Invoices for work performed or services provided on, or after the date of March 13, 2024, will be made by observing the following:

1. SKYGRiD, acting on behalf of the Project, will confirm orders for work to be performed or goods/services to be provided. We request that you please close your existing account for the Project and open a new account in the name of:

SKYGRiD Construction Inc.
5750 Explorer Drive, Suite 200
Mississauga, ON
L4W 0A9

2. The existing price arrangements as set out in your existing contact agreements will govern the charges for ongoing work instructed by the Receiver.
3. SKYGRiD will communicate with you regarding the scope and timing of further work to be undertaken on the Project.
4. Monthly payments due to contractors, trades and other suppliers to The One Project will continue to be funded by the Receiver in the ordinary course.
5. Invoices for work performed shall be sent to:

Please direct payment requests and copies of invoices to SKYGRiD Construction Inc. at theone@skygrid.ca and copy the Receiver at TheOnePayments@alvarezandmarsal.com

Subcontractors entering into agreement with SKYGRiD Construction Inc. will be required to submit payment applications through a third-party cloud software, as determined by the Contractor, "GCPay". The Subcontractor will not be charged (or be required to pay fees) for the use of such software. The Contractor shall provide the Subcontractor with reasonable access to training for the use of such software if needed.

Billing cut-off for receipt of invoices shall be the 25th of each month, unless otherwise noted.

(4) Additional information required to assist in continuity of work:

1. Copy of your service agreement/contract.
2. Copy of all approved Change Orders.
3. Copy of all unpaid or disputed invoices, complete with account statement.
4. Information regarding any disputes, or liens and their values.
5. Copy of all approved Submittals.
6. Outstanding RFI and Submittal List.
7. Comprehensive list of outstanding or critical issues that may impact progress of the work on site.

Court filings and additional information concerning the receivership proceedings are available at the Receiver's website at www.alvarezandmarsal.com/theone.

Should you have any further questions regarding the above, or any other inquiries relating to The One Project, please contact any of the following, or the undersigned:

Receiver	theone@alvarezandmarsal.com	1-855-499-1480
SKYGRiD	info@skygrid.ca	416-622-9602
Knightsbridge	info@knightsbridgecorp.ca	647-368-7510

Nothing in this letter shall be construed to constitute an affirmation or assumption of any contract by the Receiver or SKYGRiD, and the parties expressly disclaim any personal liability under or in connection with any such contract.

Yours truly,



Chad MacWilliam
Vice President, Operations
SKYGRiD Construction Inc.

Confirmation of Terms

Having read the attached letter, we agree to the terms set out therein and will continue to work, or supply materials and/or services to the project.

Name of Contractor, Trade, Vendor or Supplier: _____

By: _____

(Authorized signatory)

(Print Name)

(Print Title)

(Date)

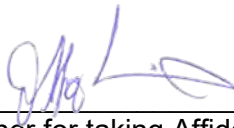
This is Exhibit "I" referred to in the

Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits (*or as may be*)

From: [Jimmy Zhao](#)
To: [Jordan Daenzer](#); [Fiona Mak <fmak@alvarezandmarsal.com>](mailto:fmak@alvarezandmarsal.com)
Cc: [Jonathan Isenegger](#); [Todd Hallam](#)
Subject: 1808 The One - March 12 Invoices
Attachments: [The One - Gamma Invoice #1808-55 Phase #1.pdf](#)
[The One - Gamma Invoice #1808-56 Phase #1 - HB Release.pdf](#)

Good Afternoon Jordan,

As per our conversation earlier this afternoon, please see the attached 2 invoices for work complete through March 12, 2024.

Thanks,

Jimmy Zhao

Contracts Manager (The One)

Main: 905-695-6996 x 168 **Cell:** 416-524-7599



Gamma Windows & Walls International Inc.

Mizrahi Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

Invoice Date:	March 12, 2024
Invoice No.:	1808-55
Subcontract No.:	84450
Project:	The One - Toronto
Progress Billing No.:	55
H.S.T. No.:	848869384

ORIGINAL CONTRACT SUM	\$47,084,345.00
Approved Change Orders	<u>-\$5,980,280.93</u>
CONTRACT SUM TO DATE	<u>\$41,104,064.07</u>

	<u>To Date</u>	<u>Previous</u>	<u>This Claim</u>
GROSS INVOICE-BASE CONTRACT	\$46,620,759.51	\$46,567,530.80	\$53,228.71
GROSS INVOICE-CHANGES	<u>-\$6,172,037.16</u>	<u>-\$6,672,037.16</u>	<u>\$500,000.00</u>
SUBTOTAL-GROSS INVOICE	\$40,448,722.36	\$39,895,493.65	\$553,228.71
LESS: 10% HOLDBACK	<u>\$3,071,235.93</u>	<u>\$3,065,913.05</u>	<u>\$5,322.88</u>
RELEASE OF HOLDBACK	<u>\$2,371,637.69</u>	<u>\$2,371,637.69</u>	<u>\$0.00</u>
NET AMOUNT DUE	\$39,749,124.12	\$39,201,218.29	\$547,905.83
PLUS: 13% H.S.T.	<u>\$5,167,386.14</u>	<u>\$5,096,158.38</u>	<u>\$71,227.76</u>
TOTAL AMOUNT DUE THIS INVOICE	<u>\$44,916,510.25</u>	<u>\$44,297,376.66</u>	<u>\$619,133.59</u>

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT SUMMARY SHEET

Page 1 of 14

TO CONTRACTOR:

Mizrahi Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

PROJECT:

The One
2 Bloor Street West
Toronto, Ontario M4W3E2

APPLICATION NO: 55

INVOICE NO: 55

PERIOD: 03/01/24 - 03/12/24

PROJECT NO: 1709BB03

CONTRACT NO: SC-1709BB03-007

CONTRACT DATE:

CERTIFICATE DATE: 03/12/2024

SUBMITTED DATE:

SUBCONTRACTOR
PROPOSED AMOUNT:

\$740,192.69

TOTAL APPROVED AMOUNT:

\$547,905.83

FROM SUBCONTRACTOR:

Gamma Windows & Walls International Inc.
1700 Langstaff rd Suite 2001
Concord, Ontario L4K 3S3

SUBCONTRACT FOR: Exterior Building Envelope - Phase 1

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$47,084,345.00
2.	Net change by change orders	\$(6,000,280.93)
3.	Contract Sum to date (Line 1 ± 2)	\$41,084,064.07
4.	Total completed and stored to date (Column G on detail sheet)	\$40,448,722.37
5.	Retainage:	
	a. 1.73% of completed work	\$699,598.29
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$699,598.29
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$39,749,124.08
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$39,201,218.25
8.	Current payment due:	\$547,905.83
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$1,334,939.99

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$10,813,878.09	\$(16,794,159.02)
Total approved this month:	\$0.00	\$(20,000.00)
Totals:	\$10,813,878.09	\$(16,814,159.02)
Net change by change orders:	\$(6,000,280.93)	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Gamma Windows & Walls International Inc.

By:



Digitally signed by Eddie Chan
DN: cn=Chan,
ou=Gamma Windows & Walls
International Inc., c=Canada
Date: 2024.03.12 11:44:05-0500

Date: 2024-03-12

State of: Province of Ontario

County of: York

Subscribed and sworn to before

me this 12th day of Mar 2024

Notary Public:

My commission expires:

EDDIE CHAN,
a Commissioner, etc., Province of Ontario,
for Gamma Windows and Walls International Inc.
Expires October 4, 2026.

M

MIZRAHI

DESIGN / BUILD

PM Approval

VP Approval




Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 55

APPLICATION DATE: 03/12/2024

PERIOD: 03/01/24 - 03/12/24

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	08-44 50.C Exterior Building Envelope System.Commitment	Visual Mock-Up - Supply and Install at Manufacturer's Site	\$317,500.00	\$0.00	\$317,500.00	\$0.00	\$0.00	\$317,500.00	100.00%	\$0.00	\$0.00
2	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Production and Supply of Fabricated Material to Test Lab	\$997,437.00	\$0.00	\$997,437.00	\$0.00	\$0.00	\$997,437.00	100.00%	\$0.00	\$0.00
3	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Installation and Close-In, Glass Replacement Before Testing as Needed	\$100,650.00	\$0.00	\$100,650.00	\$0.00	\$0.00	\$100,650.00	100.00%	\$0.00	\$0.00
4	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Testing as per Specifications Including Laboratory Report	\$164,700.00	\$0.00	\$164,700.00	\$0.00	\$0.00	\$164,700.00	100.00%	\$0.00	\$0.00
5	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Disassembly and Disposal	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$0.00
6	08-44 50.C Exterior Building Envelope System.Commitment	Field Testing - Four (4) Field Tests as per provided Project Test and Evaluation Reports	\$68,500.00	\$0.00	\$34,250.00	\$0.00	\$0.00	\$34,250.00	50.00%	\$34,250.00	\$3,425.00
7	08-44 50.C Exterior Building Envelope System.Commitment	Design Assist, Shop Drawings and Submittals	\$363,654.00	\$0.00	\$363,654.00	\$0.00	\$0.00	\$363,654.00	100.00%	\$0.00	\$0.00
8	08-44 50.C Exterior Building Envelope System.Commitment	Design Assist Costs	\$243,000.00	\$0.00	\$243,000.00	\$0.00	\$0.00	\$243,000.00	100.00%	\$0.00	\$0.00
9	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - VMU, Unstamped	\$67,277.00	\$0.00	\$67,277.00	\$0.00	\$0.00	\$67,277.00	100.00%	\$0.00	\$0.00
10	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - PMU, Unstamped	\$93,472.00	\$0.00	\$93,472.00	\$0.00	\$0.00	\$93,472.00	100.00%	\$0.00	\$0.00

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E PROPOSED AMOUNT	F APPROVED WORK COMPLETED		G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D + E + F)	I % (G / C)	J BALANCE TO FINISH (C - G)	K RETAINAGE
					L FROM PREVIOUS APPLICATION (D + E)	M THIS PERIOD					
11	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - PMU, Unstamped	\$29,756.00	\$0.00	\$29,756.00	\$0.00	\$0.00	\$29,756.00	100.00%	\$0.00	\$0.00
12	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings and Calculations - PMU, Stamped - Issued for Construction	\$53,486.00	\$0.00	\$53,486.00	\$0.00	\$0.00	\$53,486.00	100.00%	\$0.00	\$0.00
13	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project, Unstamped	\$1,567,844.00	\$7,939.22	\$1,567,995.95	\$3,969.61	\$0.00	\$1,571,965.56	99.00%	\$15,878.44	\$20,500.01
14	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - Project, Unstamped	\$509,424.00	\$2,547.12	\$503,056.20	\$1,273.56	\$0.00	\$504,329.76	99.00%	\$5,094.24	\$6,791.56
15	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project, Stamped - Issued for Construction	\$384,024.00	\$1,920.12	\$379,223.70	\$960.06	\$0.00	\$380,183.76	99.00%	\$3,840.24	\$4,738.68
16	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - Project, Stamped - Issued for Construction	\$216,825.00	\$1,084.12	\$216,069.69	\$547.08	\$0.00	\$216,636.75	99.00%	\$2,188.25	\$2,795.61
17	08-44 50.C Exterior Building Envelope System.Commitment	Project Die Costs for Alum. & Gasket Profiles (Design Drawings, Tooling, Samples)	\$487,000.00	\$0.00	\$487,000.00	\$0.00	\$0.00	\$487,000.00	100.00%	\$0.00	\$0.00
18	08-44 50.C Exterior Building Envelope System.Commitment	Coil-Coated Durabrite Brushed Aluminum Material for VMU & PMU (Single Batch)	\$412,610.00	\$0.00	\$412,610.00	\$0.00	\$0.00	\$412,610.00	100.00%	\$0.00	\$0.00
19	08-44 50.C Exterior Building Envelope System.Commitment	Coil-Coated Durabrite Brushed Aluminum Material for Panel Cladding Systems (Single Batch)	\$9,155,063.00	\$0.00	\$9,155,063.00	\$0.00	\$0.00	\$9,155,063.00	100.00%	\$0.00	\$0.00
20	08-44 50.C Exterior Building Envelope System.Commitment	Bronze Substrate for VMU & PMU (Single Batch)	\$28,500.00	\$0.00	\$28,500.00	\$0.00	\$0.00	\$28,500.00	100.00%	\$0.00	\$0.00
21	08-44 50.C Exterior Building Envelope System.Commitment	Bronze Substrate for Project Glass (Single Batch)	\$1,425,000.00	\$0.00	\$1,425,000.00	\$0.00	\$0.00	\$1,425,000.00	100.00%	\$0.00	\$0.00
22	08-44 50.C	Mobilization On-Site	\$149,500.00	\$0.00	\$149,500.00	\$0.00	\$0.00	\$149,500.00	100.00%	\$0.00	\$0.00

A	B	C	D	E	F	G	H	I			
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Exterior Building Envelope System.Commitment										
23	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings (Per Addendum #5)	\$5,081,655.00	\$0.00	\$5,081,655.00	\$0.00	\$0.00	\$5,081,655.00	100.00%	\$0.00	\$101,633.10
24	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings (Per Addendum #5)	\$523,165.00	\$6,591.88	\$470,848.50	\$8,591.88	\$0.00	\$477,440.38	91.26%	\$45,724.62	\$41,144.05
25	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Main Entrances, North and South	\$143,836.00	\$0.00	\$143,836.20	\$0.00	\$0.00	\$143,836.20	100.00%	\$0.80	\$7,191.76
26	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Main Entrances, North and South	\$15,041.00	\$0.00	\$10,904.73	\$0.00	\$0.00	\$10,904.73	72.50%	\$4,136.27	\$1,080.48
27	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - West Core Bridge	\$282,920.00	\$0.00	\$282,920.00	\$0.00	\$0.00	\$282,920.00	100.00%	\$0.00	\$14,148.00
28	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - West Core Bridge	\$28,282.00	\$0.00	\$17,823.96	\$0.00	\$0.00	\$17,823.96	63.00%	\$10,468.04	\$1,782.40
29	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	\$2,497,927.00	\$0.00	\$2,497,927.00	\$0.00	\$0.00	\$2,497,927.00	100.00%	\$0.00	\$24,979.28
30	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	\$240,807.00	\$0.00	\$239,726.30	\$0.00	\$0.00	\$239,726.30	99.55%	\$1,080.70	\$21,872.64
31	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Yonge Street Storefronts	\$79,051.00	\$0.00	\$79,051.00	\$0.00	\$0.00	\$79,051.00	100.00%	\$0.00	\$7,905.11
32	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Yonge Street Storefronts	\$10,569.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,569.00	\$0.00

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
33	08-44 50.C Exterior Building Envelope System.Commitment	Steel Frame Toggle System - Yonge Street Retail	\$129,726.00	\$0.00	\$129,726.00	\$0.00	\$0.00	\$129,726.00	100.00%	\$0.00	\$0.00
34	08-44 50.C Exterior Building Envelope System.Commitment	Steel Frame Toggle System - Yonge Street Retail	\$9,724.00	\$0.00	\$9,724.00	\$0.00	\$0.00	\$9,724.00	100.00%	\$0.00	\$0.00
35	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	\$1,158,579.00	\$0.00	\$1,158,579.00	\$0.00	\$0.00	\$1,158,579.00	100.00%	\$0.00	\$12,744.36
36	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	\$468,367.00	\$7,276.33	\$443,048.65	\$0.00	\$0.00	\$443,048.65	95.00%	\$23,318.35	\$44,304.66
37	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	\$98,846.00	\$0.00	\$98,846.00	\$0.00	\$0.00	\$98,846.00	100.00%	\$0.00	\$0.00
38	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	\$258,500.00	\$0.00	\$258,500.00	\$0.00	\$0.00	\$258,500.00	100.00%	\$0.00	\$0.00
39	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	\$114,063.00	\$0.00	\$114,063.00	\$0.00	\$0.00	\$114,063.00	100.00%	\$0.00	\$0.00
40	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	\$532,070.00	\$0.00	\$532,070.00	\$0.00	\$0.00	\$532,070.00	100.00%	\$0.00	\$0.00
41	08-44 50.C Exterior Building Envelope System.Commitment	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	\$4,004,642.00	\$0.00	\$4,004,642.00	\$0.00	\$0.00	\$4,004,642.00	100.00%	\$0.00	\$64,074.27
42	08-44 50.C Exterior Building Envelope System.Commitment	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	\$1,487,400.00	\$14,874.00	\$1,379,358.00	\$14,874.00	\$0.00	\$1,394,030.00	95.00%	\$73,370.00	\$139,403.00
43	08-44 50.C Exterior Building Envelope System.Commitment	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns	\$840,418.00	\$42,020.90	\$798,397.10	\$25,212.54	\$0.00	\$823,609.64	98.00%	\$16,808.36	\$79,215.30

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
44	08-44 50.C Exterior Building Envelope System.Commitment	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profile; Mega Column Returns	\$156,750.00	\$0.00	\$156,750.00	\$0.00	\$0.00	\$156,750.00	100.00%	\$0.00	\$0.00
45	08-44 50.C Exterior Building Envelope System.Commitment	Windows - Heritage Facade	\$16,834.00	\$0.00	\$16,834.00	\$0.00	\$0.00	\$16,834.00	100.00%	\$0.00	\$0.00
46	08-44 50.C Exterior Building Envelope System.Commitment	Windows - Heritage Facade	\$2,652.00	\$0.00	\$2,652.00	\$0.00	\$0.00	\$2,652.00	100.00%	\$0.00	\$285.20
47	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Podium, High-Span	\$2,575,046.00	\$0.00	\$2,575,046.00	\$0.00	\$0.00	\$2,575,046.00	100.00%	\$0.00	\$20,600.36
48	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Podium, High-Span	\$242,264.00	\$0.00	\$226,516.84	\$0.00	\$0.00	\$226,516.84	93.50%	\$15,747.16	\$22,051.66
49	08-44 50.C Exterior Building Envelope System.Commitment	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	\$40,824.00	\$0.00	\$40,824.00	\$0.00	\$0.00	\$40,824.00	100.00%	\$0.00	\$0.00
50	08-44 50.C Exterior Building Envelope System.Commitment	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	\$207,900.00	\$0.00	\$207,900.00	\$0.00	\$0.00	\$207,900.00	100.00%	\$0.00	\$0.00
51	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - South Podium Drop-Off	\$40,996.00	\$0.00	\$40,996.00	\$0.00	\$0.00	\$40,996.00	100.00%	\$0.00	\$0.00
52	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - South Podium Drop-Off	\$291,060.00	\$0.00	\$291,060.00	\$0.00	\$0.00	\$291,060.00	100.00%	\$0.00	\$0.00
53	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - L18 Mechanical Level	\$144,100.00	\$0.00	\$144,100.00	\$0.00	\$0.00	\$144,100.00	100.00%	\$0.00	\$0.00
54	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - L18 Mechanical Level	\$223,676.00	\$0.00	\$223,676.00	\$0.00	\$0.00	\$223,676.00	100.00%	\$0.00	\$0.00

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
55	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - P1 to L6; Hangers; Metal Columns SUPPLY	\$469,296.00	\$0.00	\$469,296.00	\$0.00	\$0.00	\$469,296.00	100.00%	\$0.00	\$0.00
56	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - P1 to L6; Hangers; Metal Columns INSTALL	\$1,839,200.00	\$0.00	\$1,839,200.00	\$0.00	\$0.00	\$1,839,200.00	100.00%	\$0.00	\$0.00
57	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Diagonal Steel SUPPLY	\$180,000.00	\$0.00	\$180,000.00	\$0.00	\$0.00	\$180,000.00	100.00%	\$0.00	\$0.00
58	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Diagonal Steel INSTALL	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
59	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Corner Columns SUPPLY	\$38,571.00	\$0.00	\$38,571.00	\$0.00	\$0.00	\$38,571.00	100.00%	\$0.00	\$0.00
60	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Corner Columns SUPPLY	\$4,288.00	\$0.00	\$4,288.00	\$0.00	\$0.00	\$4,288.00	100.00%	\$0.00	\$0.00
61	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Mega Columns INSTALL	\$270,000.00	\$0.00	\$270,000.00	\$0.00	\$0.00	\$270,000.00	100.00%	\$0.00	\$0.00
62	08-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Mega Columns INSTALL	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00
63	08-44 50.C Exterior Building Envelope System Commitment	IWS-902 Interior Panel Cladding Systems - West Core Lobby SUPPLY	\$673,676.00	\$0.00	\$673,676.00	\$0.00	\$0.00	\$673,676.00	100.00%	\$0.00	\$33,683.80
64	08-44 50.C Exterior Building Envelope System Commitment	IWS-902 Interior Panel Cladding Systems - West Core Lobby INSTALL	\$242,000.00	\$3,630.00	\$232,320.00	\$0.00	\$0.00	\$232,320.00	96.00%	\$9,680.00	\$23,232.00
65	08-44 50.C Exterior Building Envelope System Commitment	Interior Glass Screen Walls, Podium SUPPLY	\$93,771.00	\$0.00	\$93,771.00	\$0.00	\$0.00	\$93,771.00	100.00%	\$0.00	\$837.71

A	B	C	D	E	F	G	H	I			
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
66	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Screen Walls, Podium INSTALL	\$86,325.00	\$0.00	\$86,325.00	\$0.00	\$0.00	\$86,325.00	100.00%	\$0.00	\$0.00
67	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) SUPPLY	\$48,082.00	\$0.00	\$42,739.55	\$0.00	\$0.00	\$42,739.55	88.89%	\$5,342.45	\$0.00
68	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) INSTALL	\$12,020.00	\$0.00	\$10,884.44	\$0.00	\$0.00	\$10,884.44	88.89%	\$1,335.56	\$0.00
69	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs SUPPLY	\$34,726.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,726.00	\$0.00
70	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs INSTALL	\$8,881.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,881.00	\$0.00
71	08-44 50.C Exterior Building Envelope System.Commitment	Revolving Doors - Main Entrances, Supplied and Installed	\$260,625.00	\$0.00	\$260,625.00	\$0.00	\$0.00	\$260,625.00	100.00%	\$0.00	\$0.00
72	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor SUPPLY	\$230,057.00	\$0.00	\$230,057.00	\$0.00	\$0.00	\$230,057.00	100.00%	\$0.00	\$1,540.57
73	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor INSTALL	\$46,485.00	\$0.00	\$46,485.00	\$0.00	\$0.00	\$46,485.00	100.00%	\$0.00	\$0.00
74	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - South Podium, L6 SUPPLY	\$143,863.00	\$0.00	\$143,863.00	\$0.00	\$0.00	\$143,863.00	100.00%	\$0.00	\$638.63
75	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - South Podium, L6 INSTALL	\$29,075.00	\$0.00	\$29,075.00	\$0.00	\$0.00	\$29,075.00	100.00%	\$0.00	\$0.00
76	08-44 50.C Exterior Building Envelope System.Commitment	Retail - Supply and Install Exterior Cladding at North Retail Tenant Area	\$865,760.00	\$0.00	\$865,760.00	\$0.00	\$0.00	\$865,760.00	100.00%	\$0.00	\$0.00

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E PROPOSED AMOUNT	F APPROVED WORK COMPLETED		G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D + E + F)	I % (G / C)	J BALANCE TO FINISH (C - G)	K RETAINAGE
					L FROM PREVIOUS APPLICATION (D + E)	M THIS PERIOD					
77	08-44 50.C Exterior Building Envelope System.Commitment	CE#069 Allowance: Architectural DSI-001 - Below Grade Arch Changes dates 2018.11.30	\$78,404.00	\$0.00	\$78,404.00	\$0.00	\$0.00	\$78,404.00	100.00%	\$0.00	\$0.00
78	08-44 50.C Exterior Building Envelope System.Commitment	CE #072 - Allowance: Arch DCCN-003 - Yonge Street Facade	\$212,364.00	\$0.00	\$212,364.00	\$0.00	\$0.00	\$212,364.00	100.00%	\$0.00	\$0.00
79	08-44 50.C Exterior Building Envelope System.Commitment	CE #074 - Allowance: Arch DCCN-004 - Garage Entrance Canopy	\$890,286.00	\$0.00	\$890,286.00	\$0.00	\$0.00	\$890,286.00	100.00%	\$0.00	\$0.00
80	08-44 50.C Exterior Building Envelope System.Commitment	CE #077 - Allowance: Temporary Sixth Floor Overhead Protection	\$637,000.00	\$0.00	\$637,000.00	\$0.00	\$0.00	\$637,000.00	100.00%	\$0.00	\$0.00
81	08-44 50.C Exterior Building Envelope System.Commitment	CE #085 - Allowance: Gamma Scope Glass Door Hardware Supply - Phase 1	\$484,300.00	\$0.00	\$484,300.00	\$0.00	\$0.00	\$484,300.00	100.00%	\$0.00	\$0.00
82	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project Phase 1, As-Built, Stamped	\$114,679.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$114,679.00	\$0.00
83	08-44 50.C Exterior Building Envelope System.Commitment	Phase 1 De-Mobilization (Including Close-Out Documents)	\$40,000.00	\$0.00	\$13,333.00	\$0.00	\$0.00	\$13,333.00	33.33%	\$26,667.00	\$0.00
84	08-44 50.C Exterior Building Envelope System.Commitment	Allowance: Owner, Construction Manager, Architects and Consultants Travel Expenses Related to Out of Town Design Meetings, Production Viewing, VMU and Project Production	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	100.00%	\$0.00	\$0.00
TOTALS:			\$47,084,345.00	\$87,892.69	\$48,567,530.81	\$83,228.71	\$0.00	\$48,620,759.52	99.82%	\$483,585.48	\$783,286.52

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PROPOSED AMOUNT	E APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				K FROM PREVIOUS APPLICATION (D + E)	L THIS PERIOD					
85.1	08-44 50.C	\$71,720.00	\$0.00	\$71,720.00	\$0.00	\$0.00	\$71,720.00	100.00%	\$0.00	\$0.00

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	South Podium glazing system and location of mechanical louvres.									
86.1	08-44 50.C CE 152 (DCCN 13) & CE 218 (Durebrite Credit)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$1,888.89
87.1	08-44 50.C CE 191 (CCN 21) & CE 253 (DCCN 26)	\$(5,455.00)	\$0.00	\$22,002.50	\$0.00	\$0.00	\$22,002.50	-403.35%	\$(27,457.50)	\$(784.50)
88.1	08-44 50.C EBES	\$7,013.00	\$0.00	\$7,013.00	\$0.00	\$0.00	\$7,013.00	100.00%	\$0.00	\$0.00
89.1	08-44 50.C Insulation Option 1	\$19,398.00	\$0.00	\$19,398.00	\$0.00	\$0.00	\$19,398.00	100.00%	\$0.00	\$0.00
90.1	08-44 50.C Credit	\$(19,500.00)	\$0.00	\$(19,500.00)	\$0.00	\$0.00	\$(19,500.00)	100.00%	\$0.00	\$0.00
91.1	08-44 50.C DCCN No.07 - Lobby Entrance (ROM from email)	\$228,007.00	\$0.00	\$228,007.00	\$0.00	\$0.00	\$228,007.00	100.00%	\$0.00	\$0.00
92.1	08-44 50.C Envelope	\$(3,721.00)	\$0.00	\$(3,721.00)	\$0.00	\$0.00	\$(3,721.00)	100.00%	\$0.00	\$0.00
93.1	08-44 50.C Revised Datum Line to Suit Parapet Elevations at 786 Yonge Street	\$(4,287.00)	\$0.00	\$(4,287.00)	\$0.00	\$0.00	\$(4,287.00)	100.00%	\$0.00	\$0.00
94.1	08-44 50.C	\$1,628.00	\$0.00	\$1,628.00	\$0.00	\$0.00	\$1,628.00	100.00%	\$0.00	\$0.00
95.1	08-44 50.C	\$1,622.00	\$0.00	\$1,622.00	\$0.00	\$0.00	\$1,622.00	100.00%	\$0.00	\$0.00
96.1	08-44 50.C Envelope	\$11,638.00	\$0.00	\$11,638.00	\$0.00	\$0.00	\$11,638.00	100.00%	\$0.00	\$0.00
97.1	08-44 50.C Bird Print	\$4,658.00	\$0.00	\$4,658.00	\$0.00	\$0.00	\$4,658.00	100.00%	\$0.00	\$0.00
98.1	08-44 50.C Credit	\$(37,000.00)	\$0.00	\$(37,000.00)	\$0.00	\$0.00	\$(37,000.00)	100.00%	\$0.00	\$0.00
99.1	08-44 50.C Credit	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	\$0.00

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
100.1	08-44 50.C Credit	\$ (20,875.00)	\$0.00	\$ (20,875.00)	\$0.00	\$0.00	\$ (20,875.00)	100.00%	\$0.00	\$0.00
101.1	08-44 50.C Sootpyments	\$ (182.81)	\$0.00	\$ (182.81)	\$0.00	\$0.00	\$ (182.81)	100.00%	\$0.00	\$0.00
102.1	08-44 50.C Hotel Mechanical Vents at L05 & L06	\$89,563.00	\$0.00	\$89,563.00	\$0.00	\$0.00	\$89,563.00	100.00%	\$0.00	\$0.00
103.1	08-44 50.C Envelope	\$ (533,643.00)	\$0.00	\$ (533,643.00)	\$0.00	\$0.00	\$ (533,643.00)	100.00%	\$0.00	\$ (25,694.56)
104.1	08-44 50.C Seal around the door	\$13,751.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,751.00	\$0.00
105.1	08-44 50.C Yorge Facade	\$54,833.00	\$0.00	\$10,966.60	\$0.00	\$0.00	\$10,966.60	20.00%	\$43,866.40	\$1,096.66
105.1	08-44 50.C Changes and additions of mechanical openings	\$21,164.00	\$0.00	\$21,164.00	\$0.00	\$0.00	\$21,164.00	100.00%	\$0.00	\$0.00
107.1	08-44 50.C Updated Storefront Details	\$24,503.00	\$0.00	\$24,503.00	\$0.00	\$0.00	\$24,503.00	100.00%	\$0.00	\$0.00
108.1	08-44 50.C	\$687.00	\$0.00	\$687.00	\$0.00	\$0.00	\$687.00	100.00%	\$0.00	\$0.00
109.1	08-44 50.C	\$8,445.00	\$0.00	\$8,445.00	\$0.00	\$0.00	\$8,445.00	100.00%	\$0.00	\$0.00
110.1	08-44 50.C PMU 4 - Consultant's fee	\$ (44,000.00)	\$0.00	\$ (44,000.00)	\$0.00	\$0.00	\$ (44,000.00)	100.00%	\$0.00	\$0.00
111.1	08-44 50.C Curtain wall FS and SS	\$5,682.00	\$0.00	\$5,682.00	\$0.00	\$0.00	\$5,682.00	100.00%	\$0.00	\$0.00
112.1	08-44 50.C spandrel panel at entrance canopies	\$4,004.00	\$0.00	\$4,004.00	\$0.00	\$0.00	\$4,004.00	100.00%	\$0.00	\$0.00
113.1	08-44 50.C Recovery of PML 4 Costs to Date	\$ (42,020.28)	\$0.00	\$ (42,020.28)	\$0.00	\$0.00	\$ (42,020.28)	100.00%	\$0.00	\$0.00
114.1	08-44 50.C Overtime premium for south podium tube installation Feb 12, 2022 & Feb 13, 2022	\$14,030.00	\$0.00	\$14,030.00	\$0.00	\$0.00	\$14,030.00	100.00%	\$0.00	\$0.00

A	B	C	D	E	F	G	H	I		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
115.1	08-44 50.C Credit: Feb PMU 4 - Team Costs	\$(8,408.55)	\$0.00	\$(8,408.55)	\$0.00	\$0.00	\$(8,408.55)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - March 2022 PMU Reimbursable Costs										
116.1	08-44 50.C Project team costs for PMU redo	\$(33,593.47)	\$0.00	\$(33,593.47)	\$0.00	\$0.00	\$(33,593.47)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - April 2022 PMU Reimbursable Costs										
117.1	08-44 50.C PMU 4 Team Cost in April 2022	\$(39,265.08)	\$0.00	\$(39,265.08)	\$0.00	\$0.00	\$(39,265.08)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - Revisions to Fire Rated Below Grade Glass Doors										
118.1	08-44 50.C Revisions to 4 pcs of glass	\$4,018.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,018.00	\$0.00
08-44 50.C - 2021 - 2022 - May 2022 PMU Reimbursable Costs										
119.1	08-44 50.C Back charge for PMU costs	\$(22,643.37)	\$0.00	\$(22,643.37)	\$0.00	\$0.00	\$(22,643.37)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - Revisions to Fire Rated Below Grade Glass Doors										
120.1	08-44 50.C Reduction of Hardware Allowance to Cover	\$(51,778.23)	\$0.00	\$(51,778.23)	\$0.00	\$0.00	\$(51,778.23)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - COCA 23 Interior Finishes at Diagrid Panels										
121.1	08-44 50.C Envelope	\$37,613.00	\$0.00	\$37,613.00	\$0.00	\$0.00	\$37,613.00	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - Replacement of Damaged Tubes Due to August 31, 2021 Incident										
122.1	08-44 50.C Replacement of Damagod Tubes	\$24,574.00	\$0.00	\$24,574.00	\$0.00	\$0.00	\$24,574.00	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - Supply and Installation of Hardware for Revolving Doors										
123.1	08-44 50.C Addition of revolving door grills	\$97,628.00	\$0.00	\$97,628.00	\$0.00	\$0.00	\$97,628.00	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - Reduction in Hardware Allowance for Revolving Door Grills										
124.1	08-44 50.C Offsetting Reduction in Hardware Allowance	\$(97,628.00)	\$0.00	\$(97,628.00)	\$0.00	\$0.00	\$(97,628.00)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - COCA 23 Interior Finishes at Diagrid Panels - Credit										
125.1	08-44 50.C	\$(16,617.00)	\$0.00	\$(16,617.00)	\$0.00	\$0.00	\$(16,617.00)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - Addressing masonry brick walls at Yonge Facade based on revised brick size										
126.1	08-44 50.C Revised window opening YSF due to brick change	\$2,990.00	\$0.00	\$2,990.00	\$0.00	\$0.00	\$2,990.00	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - Addressing masonry brick walls at Yonge Facade based on revised brick size. Reduction of allowance in contract.										
127.1	08-44 50.C Reduction in YSF cash allowance	\$(2,990.00)	\$0.00	\$(2,990.00)	\$0.00	\$0.00	\$(2,990.00)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - Supply and Installation of Finished Panels Back of Curtain Wall at Diagrids - Phase 1 - 3 to 15 Only										
128.1	08-44 50.C Panels for Back of Diagrid Frames 3 to 16	\$203,133.00	\$0.00	\$198,054.68	\$0.00	\$0.00	\$198,054.68	97.50%	\$5,078.32	\$19,605.48
08-44 50.C - 2021 - 2022 - Reverse COCA013 - Administrative - Correction Adjustment										
129.1	08-44 50.C	\$2,990.00	\$0.00	\$2,990.00	\$0.00	\$0.00	\$2,990.00	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - Credit due to Glass Cancellation										
130.1	08-44 50.C	\$4,943.09	\$0.00	\$4,943.09	\$0.00	\$0.00	\$4,943.09	100.00%	\$0.00	\$0.00

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Lost Time									
131.1	08-44 50.C Repair of Panels on Curtain Wall Frame FD41-05001	\$3,694.00	\$0.00	\$3,694.00	\$0.00	\$0.00	\$3,694.00	100.00%	\$0.00	\$0.00
132.1	08-44 50.C Additional joints, framing, and supports	\$17,970.00	\$0.00	\$17,970.00	\$0.00	\$0.00	\$17,970.00	100.00%	\$0.00	\$0.00
133.1	08-44 50.C RJC Reimbursable Costs PMU 4.1.1	\$(7,200.00)	\$0.00	\$(7,200.00)	\$0.00	\$0.00	\$(7,200.00)	100.00%	\$0.00	\$0.00
134.1	08-44 50.C Mounts for devices on V wall cladding	\$5,736.00	\$0.00	\$5,736.00	\$0.00	\$0.00	\$5,736.00	100.00%	\$0.00	\$0.00
135.1	08-44 50.C Credit for L6 Overhead Protection	\$(637,000.00)	\$0.00	\$(637,000.00)	\$0.00	\$0.00	\$(637,000.00)	100.00%	\$0.00	\$0.00
136.1	08-44 50.C Annex "A" Milestone Payment Schedule	\$8,000,000.00	\$652,500.00	\$7,347,500.00	\$500,000.00	\$0.00	\$7,847,500.00	98.08%	\$152,500.00	\$0.00
136.2	08-44 50.C Settlement of Additional Reimbursements	\$1,800,000.00	\$0.00	\$1,800,000.00	\$0.00	\$0.00	\$1,800,000.00	100.00%	\$0.00	\$0.00
137.1	08-44 50.C Desclope Amounts from Annex A of Settlement Agreement	\$(15,166,351.23)	\$0.00	\$(15,166,351.23)	\$0.00	\$0.00	\$(15,166,351.23)	100.00%	\$0.00	\$0.00
138.1	08-44 50.C Missed Embeds L17 Slab	\$10,697.00	\$0.00	\$10,697.00	\$0.00	\$0.00	\$10,697.00	100.00%	\$0.00	\$0.00
139.1	08-44 50.C Missed Embeds U/S of L19	\$6,646.00	\$0.00	\$6,646.00	\$0.00	\$0.00	\$6,646.00	100.00%	\$0.00	\$0.00
140.1	08-44 50.C Credit for Supply/Installation of L16 Steel Trims	\$(20,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$(20,000.00)	\$0.00
TOTALS:		\$(6,000,280.93)	\$662,696.00	\$(6,672,937.15)	\$500,000.00	\$0.00	\$(6,172,937.15)	102.86%	\$171,766.22	\$(3,686.23)

Grand Totals

Grand Totals										
A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$41,084,064.07	\$740,192.69	\$39,895,493.66	\$553,228.71	\$0.00	\$40,448,722.37	98.45%	\$635,341.70	\$699,598.29

Reasons for Difference

ITEM NO.	DESCRIPTION	REASON
13	Shop Drawings - Project, Unstamped	
14	Thermal and Structural Calculations - Project, Unstamped	
15	Shop Drawings - Project, Stamped - Issued for Construction	
16	Thermal and Structural Calculations - Project, Stamped - Issued for Construction	
36	Exterior Panel Cladding Systems - L3 to L18: Mega Columns; Horizontal and Angled Diagrids	
43	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns	
64	IWS-802 Interior Panel Cladding Systems - West Core Lobby INSTALL	
135.1	Annex "A" Milestone Payment Schedule	



Gamma Windows & Walls International Inc.

Mizrahi Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

Invoice Date:	March 12, 2024
Invoice No.:	1808-56
Subcontract No.:	84450
Project:	The One - Toronto
Progress Billing No.:	56
H.S.T. No.:	848869384

ORIGINAL CONTRACT SUM	\$47,084,345.00
Approved Change Orders	<u>-\$5,980,280.93</u>
CONTRACT SUM TO DATE	<u>\$41,104,064.07</u>

	<u>To Date</u>	<u>Previous</u>	<u>This Claim</u>
GROSS INVOICE-BASE CONTRACT	\$46,620,759.51	\$46,620,759.51	\$0.00
GROSS INVOICE-CHANGES	<u>-\$6,172,037.16</u>	<u>-\$6,172,037.16</u>	<u>\$0.00</u>
SUBTOTAL-GROSS INVOICE	\$40,448,722.36	\$40,448,722.36	\$0.00
LESS: 10% HOLDBACK	<u>\$3,036,716.23</u>	<u>\$3,036,716.23</u>	<u>\$0.00</u>
RELEASE OF HOLDBACK	<u>\$2,459,786.58</u>	<u>\$2,371,637.69</u>	<u>\$88,148.89</u>
NET AMOUNT DUE	\$39,871,792.71	\$39,783,643.82	\$88,148.89
PLUS: 13% H.S.T.	<u>\$5,183,333.05</u>	<u>\$5,171,873.70</u>	<u>\$11,459.36</u>
TOTAL AMOUNT DUE THIS INVOICE	<u>\$45,055,125.76</u>	<u>\$44,955,517.51</u>	<u>\$99,608.25</u>

TO CONTRACTOR:

Mizrahi Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

PROJECT:

The One
2 Bloor Street West
Toronto, Ontario M4W3E2

APPLICATION NO: 56

INVOICE NO: 56 - Holdback Release

PERIOD: 03/01/24 - 03/12/24

PROJECT NO: 1709BB03

CONTRACT NO: SC-1709BB03-007

CONTRACT DATE:

CERTIFICATE DATE: 03/12/2024

SUBMITTED DATE:

FROM SUBCONTRACTOR:

Gamma Windows & Walls International Inc.
1700 Langstaff rd Suite 2001
Concord, Ontario L4K 3S3

SUBCONTRACT FOR: Exterior Building Envelope - Phase 1

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$47,084,345.00
2.	Net change by change orders	\$(6,000,280.93)
3.	Contract Sum to date (Line 1 ± 2)	\$41,084,064.07
4.	Total completed and stored to date (Column G on detail sheet)	\$40,448,722.37
5.	Retainage:	
	a. 1.51% of completed work	\$611,449.40
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$611,449.40
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$39,837,272.97
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$39,749,124.08
8.	Current payment due:	\$88,148.89
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$1,246,791.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$10,813,878.09	\$(16,814,159.02)
Total approved this month:	\$0.00	\$0.00
Totals:	\$10,813,878.09	\$(16,814,159.02)
Net change by change orders:	\$(6,000,280.93)	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Gamma Windows & Walls International Inc.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

M

MIZRAHI

DESIGN / BUILD

PM ApprovalVP Approval

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 56 **275**

APPLICATION DATE: 03/12/2024

PERIOD: 03/01/24 - 03/12/24

Contract Lines

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	08-44 50.C Exterior Building Envelope System.Commitment	Visual Mock-Ups - Supply and Install at Manufacturer's Site	\$317,500.00	\$0.00	\$317,500.00	\$0.00	\$0.00	\$317,500.00	100.00%	\$0.00	\$0.00
2	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Production and Supply of Fabricated Material to Test Lab	\$997,437.00	\$0.00	\$997,437.00	\$0.00	\$0.00	\$997,437.00	100.00%	\$0.00	\$0.00
3	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Installation and Close-In, Glass Replacement Before Testing as Needed	\$100,650.00	\$0.00	\$100,650.00	\$0.00	\$0.00	\$100,650.00	100.00%	\$0.00	\$0.00
4	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Testing as per Specifications Including Laboratory Report	\$164,700.00	\$0.00	\$164,700.00	\$0.00	\$0.00	\$164,700.00	100.00%	\$0.00	\$0.00
5	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Disassembly and Disposal	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$0.00
6	08-44 50.C Exterior Building Envelope System.Commitment	Field Testing - Four (4) Field Tests as per provided Project Test and Evaluation Reports	\$68,500.00	\$0.00	\$34,250.00	\$0.00	\$0.00	\$34,250.00	50.00%	\$34,250.00	\$3,425.00
7	08-44 50.C Exterior Building Envelope System.Commitment	Design Assist, Shop Drawings and Submittals	\$353,654.00	\$0.00	\$353,654.00	\$0.00	\$0.00	\$353,654.00	100.00%	\$0.00	\$0.00
8	08-44 50.C Exterior Building Envelope System.Commitment	Design Assist Costs	\$243,000.00	\$0.00	\$243,000.00	\$0.00	\$0.00	\$243,000.00	100.00%	\$0.00	\$0.00
9	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - VMU, Unstamped	\$67,277.00	\$0.00	\$67,277.00	\$0.00	\$0.00	\$67,277.00	100.00%	\$0.00	\$0.00
10	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - PMU, Unstamped	\$93,472.00	\$0.00	\$93,472.00	\$0.00	\$0.00	\$93,472.00	100.00%	\$0.00	\$0.00

276

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
11	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - PMU, Unstamped	\$29,756.00	\$0.00	\$29,756.00	\$0.00	\$0.00	\$29,756.00	100.00%	\$0.00	\$0.00
12	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings and Calculations - PMU, Stamped - Issued for Construction	\$53,488.00	\$0.00	\$53,488.00	\$0.00	\$0.00	\$53,488.00	100.00%	\$0.00	\$0.00
13	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project, Unstamped	\$1,587,844.00	\$0.00	\$1,571,965.56	\$0.00	\$0.00	\$1,571,965.56	99.00%	\$15,878.44	\$20,500.01
14	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - Project, Unstamped	\$509,424.00	\$0.00	\$504,329.76	\$0.00	\$0.00	\$504,329.76	99.00%	\$5,094.24	\$6,791.56
15	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project, Stamped - Issued for Construction	\$384,024.00	\$0.00	\$380,183.76	\$0.00	\$0.00	\$380,183.76	99.00%	\$3,840.24	\$4,736.58
16	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - Project, Stamped - Issued for Construction	\$218,825.00	\$0.00	\$216,636.75	\$0.00	\$0.00	\$216,636.75	99.00%	\$2,188.25	\$2,796.81
17	08-44 50.C Exterior Building Envelope System.Commitment	Project Die Costs for Alum. & Gasket Profiles (Design Drawings, Tooling, Samples)	\$487,000.00	\$0.00	\$487,000.00	\$0.00	\$0.00	\$487,000.00	100.00%	\$0.00	\$0.00
18	08-44 50.C Exterior Building Envelope System.Commitment	Coil-Coated Durabrite Brushed Aluminum Material for VMU & PMU (Single Batch)	\$412,610.00	\$0.00	\$412,610.00	\$0.00	\$0.00	\$412,610.00	100.00%	\$0.00	\$0.00
19	08-44 50.C Exterior Building Envelope System.Commitment	Coil-Coated Durabrite Brushed Aluminum Material for Panel Cladding Systems (Single Batch)	\$9,155,063.00	\$0.00	\$9,155,063.00	\$0.00	\$0.00	\$9,155,063.00	100.00%	\$0.00	\$0.00
20	08-44 50.C Exterior Building Envelope System.Commitment	Bronze Substrate for VMU & PMU (Single Batch)	\$28,500.00	\$0.00	\$28,500.00	\$0.00	\$0.00	\$28,500.00	100.00%	\$0.00	\$0.00
21	08-44 50.C Exterior Building Envelope System.Commitment	Bronze Substrate for Project Glass (Single Batch)	\$1,425,000.00	\$0.00	\$1,425,000.00	\$0.00	\$0.00	\$1,425,000.00	100.00%	\$0.00	\$0.00
22	08-44 50.C	Mobilization On-Site	\$149,500.00	\$0.00	\$149,500.00	\$0.00	\$0.00	\$149,500.00	100.00%	\$0.00	\$0.00

277

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Exterior Building Envelope System.Commitment										
23	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings (Per Addendum #5)	\$5,081,655.00	\$0.00	\$5,081,655.00	\$0.00	\$0.00	\$5,081,655.00	100.00%	\$0.00	\$101,633.10
24	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings (Per Addendum #5)	\$523,165.00	\$0.00	\$477,440.38	\$0.00	\$0.00	\$477,440.38	91.26%	\$45,724.62	\$41,144.05
25	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Main Entrances, North and South	\$143,836.00	\$0.00	\$143,835.20	\$0.00	\$0.00	\$143,835.20	100.00%	\$0.80	\$7,191.76
26	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Main Entrances, North and South	\$15,041.00	\$0.00	\$10,904.73	\$0.00	\$0.00	\$10,904.73	72.50%	\$4,136.27	\$1,090.48
27	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - West Core Bridge	\$282,920.00	\$0.00	\$282,920.00	\$0.00	\$0.00	\$282,920.00	100.00%	\$0.00	\$14,146.00
28	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - West Core Bridge	\$28,292.00	\$0.00	\$17,823.96	\$0.00	\$0.00	\$17,823.96	63.00%	\$10,468.04	\$1,782.40
29	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	\$2,497,927.00	\$0.00	\$2,497,927.00	\$0.00	\$0.00	\$2,497,927.00	100.00%	\$0.00	\$24,979.28
30	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	\$240,807.00	\$0.00	\$239,726.30	\$0.00	\$0.00	\$239,726.30	99.55%	\$1,080.70	\$21,672.64
31	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Yonge Street Storefronts	\$79,051.00	\$0.00	\$79,051.00	\$0.00	\$0.00	\$79,051.00	100.00%	\$0.00	\$7,905.11
32	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Yonge Street Storefronts	\$10,569.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,569.00	\$0.00

277

278

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
33	08-44 50.C Exterior Building Envelope System.Commitment	Steel Frame Toggle System - Yonge Street Retail	\$129,726.00	\$0.00	\$129,726.00	\$0.00	\$0.00	\$129,726.00	100.00%	\$0.00	\$0.00
34	08-44 50.C Exterior Building Envelope System.Commitment	Steel Frame Toggle System - Yonge Street Retail	\$9,724.00	\$0.00	\$9,724.00	\$0.00	\$0.00	\$9,724.00	100.00%	\$0.00	\$0.00
35	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	\$1,158,579.00	\$0.00	\$1,158,579.00	\$0.00	\$0.00	\$1,158,579.00	100.00%	\$0.00	\$12,744.36
36	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	\$466,367.00	\$0.00	\$443,048.65	\$0.00	\$0.00	\$443,048.65	95.00%	\$23,318.35	\$44,304.86
37	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	\$96,846.00	\$0.00	\$96,846.00	\$0.00	\$0.00	\$96,846.00	100.00%	\$0.00	\$0.00
38	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	\$258,500.00	\$0.00	\$258,500.00	\$0.00	\$0.00	\$258,500.00	100.00%	\$0.00	\$0.00
39	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	\$114,063.00	\$0.00	\$114,063.00	\$0.00	\$0.00	\$114,063.00	100.00%	\$0.00	\$0.00
40	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	\$532,070.00	\$0.00	\$532,070.00	\$0.00	\$0.00	\$532,070.00	100.00%	\$0.00	\$0.00
41	08-44 50.C Exterior Building Envelope System.Commitment	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	\$4,004,642.00	\$0.00	\$4,004,642.00	\$0.00	\$0.00	\$4,004,642.00	100.00%	\$0.00	\$0.00
42	08-44 50.C Exterior Building Envelope System.Commitment	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	\$1,467,400.00	\$0.00	\$1,394,030.00	\$0.00	\$0.00	\$1,394,030.00	95.00%	\$73,370.00	\$139,403.00
43	08-44 50.C Exterior Building Envelope System.Commitment	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns	\$840,418.00	\$0.00	\$823,609.64	\$0.00	\$0.00	\$823,609.64	98.00%	\$16,808.36	\$79,215.30

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
44	08-44 50.C Exterior Building Envelope System.Commitment	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns	\$156,750.00	\$0.00	\$156,750.00	\$0.00	\$0.00	\$156,750.00	100.00%	\$0.00	\$0.00
45	08-44 50.C Exterior Building Envelope System.Commitment	Windows - Heritage Facade	\$16,834.00	\$0.00	\$16,834.00	\$0.00	\$0.00	\$16,834.00	100.00%	\$0.00	\$0.00
46	08-44 50.C Exterior Building Envelope System.Commitment	Windows - Heritage Facade	\$2,652.00	\$0.00	\$2,652.00	\$0.00	\$0.00	\$2,652.00	100.00%	\$0.00	\$0.00
47	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Podium, High-Span	\$2,575,046.00	\$0.00	\$2,575,046.00	\$0.00	\$0.00	\$2,575,046.00	100.00%	\$0.00	\$20,600.36
48	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Podium, High-Span	\$242,264.00	\$0.00	\$226,516.84	\$0.00	\$0.00	\$226,516.84	93.50%	\$15,747.16	\$22,651.68
49	08-44 50.C Exterior Building Envelope System.Commitment	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	\$40,824.00	\$0.00	\$40,824.00	\$0.00	\$0.00	\$40,824.00	100.00%	\$0.00	\$0.00
50	08-44 50.C Exterior Building Envelope System.Commitment	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	\$207,900.00	\$0.00	\$207,900.00	\$0.00	\$0.00	\$207,900.00	100.00%	\$0.00	\$0.00
51	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - South Podium Drop-Off	\$40,996.00	\$0.00	\$40,996.00	\$0.00	\$0.00	\$40,996.00	100.00%	\$0.00	\$0.00
52	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - South Podium Drop-Off	\$291,060.00	\$0.00	\$291,060.00	\$0.00	\$0.00	\$291,060.00	100.00%	\$0.00	\$0.00
53	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - L18 Mechanical Level	\$144,100.00	\$0.00	\$144,100.00	\$0.00	\$0.00	\$144,100.00	100.00%	\$0.00	\$0.00
54	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - L18 Mechanical Level	\$223,575.00	\$0.00	\$223,575.00	\$0.00	\$0.00	\$223,575.00	100.00%	\$0.00	\$0.00

280

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
55	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - P1 to L6: Hangers; Metal Columns SUPPLY	\$469,296.00	\$0.00	\$469,296.00	\$0.00	\$0.00	\$469,296.00	100.00%	\$0.00	\$0.00
56	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - P1 to L6: Hangers; Metal Columns INSTALL	\$1,839,200.00	\$0.00	\$1,839,200.00	\$0.00	\$0.00	\$1,839,200.00	100.00%	\$0.00	\$0.00
57	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Diagonal Steel SUPPLY	\$180,000.00	\$0.00	\$180,000.00	\$0.00	\$0.00	\$180,000.00	100.00%	\$0.00	\$0.00
58	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Diagonal Steel INSTALL	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
59	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Corner Columns SUPPLY	\$38,571.00	\$0.00	\$38,571.00	\$0.00	\$0.00	\$38,571.00	100.00%	\$0.00	\$0.00
60	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Corner Columns SUPPLY	\$4,286.00	\$0.00	\$4,286.00	\$0.00	\$0.00	\$4,286.00	100.00%	\$0.00	\$0.00
61	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Mega Columns INSTALL	\$270,000.00	\$0.00	\$270,000.00	\$0.00	\$0.00	\$270,000.00	100.00%	\$0.00	\$0.00
62	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Mega Columns INSTALL	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00
63	08-44 50.C Exterior Building Envelope System.Commitment	IWS-902 Interior Panel Cladding Systems - West Core Lobby SUPPLY	\$673,676.00	\$0.00	\$673,676.00	\$0.00	\$0.00	\$673,676.00	100.00%	\$0.00	\$0.00
64	08-44 50.C Exterior Building Envelope System.Commitment	IWS-902 Interior Panel Cladding Systems - West Core Lobby INSTALL	\$242,000.00	\$0.00	\$232,320.00	\$0.00	\$0.00	\$232,320.00	96.00%	\$9,680.00	\$23,232.00
65	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Screen Walls, Podium SUPPLY	\$93,771.00	\$0.00	\$93,771.00	\$0.00	\$0.00	\$93,771.00	100.00%	\$0.00	\$937.71

281

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
66	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Screen Walls, Podium INSTALL	\$66,325.00	\$0.00	\$66,325.00	\$0.00	\$0.00	\$66,325.00	100.00%	\$0.00	\$0.00
67	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) SUPPLY	\$48,082.00	\$0.00	\$42,739.55	\$0.00	\$0.00	\$42,739.55	88.89%	\$5,342.45	\$0.00
68	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) INSTALL	\$12,020.00	\$0.00	\$10,684.44	\$0.00	\$0.00	\$10,684.44	88.89%	\$1,335.56	\$0.00
69	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs SUPPLY	\$34,726.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,726.00	\$0.00
70	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs INSTALL	\$8,681.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,681.00	\$0.00
71	08-44 50.C Exterior Building Envelope System.Commitment	Revolving Doors - Main Entrances, Supplied and Installed	\$260,625.00	\$0.00	\$260,625.00	\$0.00	\$0.00	\$260,625.00	100.00%	\$0.00	\$0.00
72	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor SUPPLY	\$230,057.00	\$0.00	\$230,057.00	\$0.00	\$0.00	\$230,057.00	100.00%	\$0.00	\$0.00
73	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor INSTALL	\$46,495.00	\$0.00	\$46,495.00	\$0.00	\$0.00	\$46,495.00	100.00%	\$0.00	\$0.00
74	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - South Podium, L6 SUPPLY	\$143,863.00	\$0.00	\$143,863.00	\$0.00	\$0.00	\$143,863.00	100.00%	\$0.00	\$838.63
75	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - South Podium, L6 INSTALL	\$29,075.00	\$0.00	\$29,075.00	\$0.00	\$0.00	\$29,075.00	100.00%	\$0.00	\$0.00
76	08-44 50.C Exterior Building Envelope System.Commitment	Retail - Supply and Install Exterior Cladding at North Retail Tenant Area	\$865,760.00	\$0.00	\$865,760.00	\$0.00	\$0.00	\$865,760.00	100.00%	\$0.00	\$0.00

282

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
77	08-44 50.C Exterior Building Envelope System.Commitment	CE#069 Allowance: Architectural DSI-001 - Below Grade Arch Changes dates 2018.11.30	\$78,404.00	\$0.00	\$78,404.00	\$0.00	\$0.00	\$78,404.00	100.00%	\$0.00	\$0.00
78	08-44 50.C Exterior Building Envelope System.Commitment	CE #072 - Allowance: Arch DCCN-003 - Yonge Street Facade	\$212,364.00	\$0.00	\$212,364.00	\$0.00	\$0.00	\$212,364.00	100.00%	\$0.00	\$0.00
79	08-44 50.C Exterior Building Envelope System.Commitment	CE #074 - Allowance: Arch DCCN-004 - Garage Entrance Canopy	\$890,266.00	\$0.00	\$890,266.00	\$0.00	\$0.00	\$890,266.00	100.00%	\$0.00	\$0.00
80	08-44 50.C Exterior Building Envelope System.Commitment	CE #077 - Allowance: Temporary Sixth Floor Overhead Protection	\$637,000.00	\$0.00	\$637,000.00	\$0.00	\$0.00	\$637,000.00	100.00%	\$0.00	\$0.00
81	08-44 50.C Exterior Building Envelope System.Commitment	CE #095 - Allowance: Gamma Scope Glass Door Hardware Supply - Phase 1	\$484,300.00	\$0.00	\$484,300.00	\$0.00	\$0.00	\$484,300.00	100.00%	\$0.00	\$0.00
82	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project Phase 1, As-Built, Stamped	\$114,679.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$114,679.00	\$0.00
83	08-44 50.C Exterior Building Envelope System.Commitment	Phase 1 De-Mobilization (Including Close-Out Documents)	\$40,000.00	\$0.00	\$13,333.00	\$0.00	\$0.00	\$13,333.00	33.33%	\$26,667.00	\$0.00
84	08-44 50.C Exterior Building Envelope System.Commitment	Allowance: Owner, Construction Manager, Architects and Consultants Travel Expenses Related to Out of Town Design Meetings, Production Viewing, VMU and Project Production	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	100.00%	\$0.00	\$0.00
TOTALS:			\$47,084,345.00	\$0.00	\$46,620,759.52	\$0.00	\$0.00	\$46,620,759.52	99.02%	\$463,585.48	\$603,722.68

Change Orders

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
85	CCO # 001 CE #100 - DSI NO 10 - South Podium glazing system and location of mechanical louvres.									
85.1	08-44 50.C	\$71,720.00	\$0.00	\$71,720.00	\$0.00	\$0.00	\$71,720.00	100.00%	\$0.00	\$0.00

A	B	C		D	E	F	G		H	283	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)		RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	South Podium glazing system and location of mechanical louvres.										
86	CCO # 006 CE #308 - Gamma - CE 152 (DCCN 13) & CE 218 (Durabrite Credit)										
86.1	08-44 50.C CE 152 (DCCN 13) & CE 218 (Durabrite Credit)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00		\$1,888.69
87	CCO # 007 CE #309 - Gamma - CE 191 (CCN 21 R1) & CE 253 (DCCN 26)										
87.1	08-44 50.C CE 191 (CCN 21) & CE 253 (DCCN 26)	\$(5,455.00)	\$0.00	\$22,002.50	\$0.00	\$0.00	\$22,002.50	-403.35%	\$(27,457.50)		\$(784.50)
88	CCO # 008 CE #222 - DSI 68 - Maintenance requirement for North Retail Tenant enclosure										
88.1	08-44 50.C EBES	\$7,013.00	\$0.00	\$7,013.00	\$0.00	\$0.00	\$7,013.00	100.00%	\$0.00		\$0.00
89	CCO # 009 CE #277 - Insulation at Head of North Retail Wall										
89.1	08-44 50.C Insulation Option 1	\$19,398.00	\$0.00	\$19,398.00	\$0.00	\$0.00	\$19,398.00	100.00%	\$0.00		\$0.00
90	CCO # 010 CE #359 - Gamma - PMU retest in USA - covering RJC costs to attend second PMU										
90.1	08-44 50.C Credit	\$(19,500.00)	\$0.00	\$(19,500.00)	\$0.00	\$0.00	\$(19,500.00)	100.00%	\$0.00		\$0.00
91	CCO # 011 CE #126 - DCCN 7 R4 - Revisions to Main Lobby Exterior Glazing Details – North and South Entrances										
91.1	08-44 50.C DCCN No.07 - Lobby Entrance (ROM from email)	\$228,007.00	\$0.00	\$228,007.00	\$0.00	\$0.00	\$228,007.00	100.00%	\$0.00		\$0.00
92	CCO # 012 CE #280 - SI 94 Revision to South Wall Details to Address Site Survey of 764 Yonge										
92.1	08-44 50.C Envelope	\$(3,721.00)	\$0.00	\$(3,721.00)	\$0.00	\$0.00	\$(3,721.00)	100.00%	\$0.00		\$0.00
93	CCO # 013 CE #193 - DSI 51 - Revised Datum Line to Suit Parapet Elevations at 766 Yonge Street										
93.1	08-44 50.C Revised Datum Line to Suit Parapet Elevations at 766 Yonge Street	\$(4,287.00)	\$0.00	\$(4,287.00)	\$0.00	\$0.00	\$(4,287.00)	100.00%	\$0.00		\$0.00
94	CCO # 016 CE #302 - SI 106 Updates to louvers for CACF room, Valet Elevator Vestibule, Valet Office and stair pressurizationc, SI-M029, SSO205										
94.1	08-44 50.C	\$1,628.00	\$0.00	\$1,628.00	\$0.00	\$0.00	\$1,628.00	100.00%	\$0.00		\$0.00
95	CCO # 017 CE #361 - SI 122 - Coordination of mechanical louvers at Porte-Cochère.										
95.1	08-44 50.C	\$1,622.00	\$0.00	\$1,622.00	\$0.00	\$0.00	\$1,622.00	100.00%	\$0.00		\$0.00
96	CCO # 018 CE #204 - DSI 60 R3 - Revision in Level 2, 3, 4 & 5 Mechanical Rooms and the Ground Floor Gas Meter (SI-M018)										
96.1	08-44 50.C Envelope	\$11,538.00	\$0.00	\$11,538.00	\$0.00	\$0.00	\$11,538.00	100.00%	\$0.00		\$0.00
97	CCO # 019 CE #232 - DSI 66 R1 Requirements for the wood windows within the heritage façade										
97.1	08-44 50.C Bird Fritt	\$4,658.00	\$0.00	\$4,658.00	\$0.00	\$0.00	\$4,658.00	100.00%	\$0.00		\$0.00
98	CCO # 020 CE #407 - Gamma - PMU retest in Singapore - covering RJC costs associated with PMU 3										
98.1	08-44 50.C Credit	\$(37,000.00)	\$0.00	\$(37,000.00)	\$0.00	\$0.00	\$(37,000.00)	100.00%	\$0.00		\$0.00
99	CCO # 021 CE #359 - Gamma - PMU retest in USA - covering RJC costs to attend second PMU										
99.1	08-44 50.C Credit	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00		\$0.00
100	CCO # 022 CE #407 - Gamma - PMU retest in Singapore - covering RJC costs associated with PMU 3										

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
100.1	08-44 50.C Credit	\$(20,875.00)	\$0.00	\$(20,875.00)	\$0.00	\$0.00	\$(20,875.00)	100.00%	\$0.00	\$0.00
101	CCO # 023 CE #451 - Todd Hallam - February expense remittance									
101.1	08-44 50.C Soortpyments	\$(182.81)	\$0.00	\$(182.81)	\$0.00	\$0.00	\$(182.81)	100.00%	\$0.00	\$0.00
102	CCO # 024 CE #202 - DSI 58 R1 - Hotel Mechanical Vents at L05 & L06									
102.1	08-44 50.C Hotel Mechanical Vents at L05 & L06	\$89,563.00	\$0.00	\$89,563.00	\$0.00	\$0.00	\$89,563.00	100.00%	\$0.00	\$0.00
103	CCO # 025 CE #228 - CD- CCN 22 R1: Removal of IWS-902 from Levels P-1, Concourse, 3, 4, 5 and 6									
103.1	08-44 50.C Envelope	\$(533,643.00)	\$0.00	\$(533,643.00)	\$0.00	\$0.00	\$(533,643.00)	100.00%	\$0.00	\$(13,182.95)
104	CCO # 026 CE #286 - CCN 33 R1 Coordination with Stack-effect report to clarify required locations of seal packages									
104.1	08-44 50.C Seal around the door	\$13,751.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,751.00	\$0.00
105	CCO # 027 CE #305 - SI 105 Revision to Doors DG-SFa and DG-SG to integrate cultural interpretation plan display									
105.1	08-44 50.C Yonge Facade	\$54,833.00	\$0.00	\$10,966.60	\$0.00	\$0.00	\$10,966.60	20.00%	\$43,866.40	\$0.00
106	CCO # 028 CE #369 - SI 127 - Tenant Fit-Out Changes (KSFC): Coordination of revisions to accommodate additional exhaust capacity for kitchens at levels 3 and 4									
106.1	08-44 50.C Changes and additions of mechanical openings	\$21,164.00	\$0.00	\$21,164.00	\$0.00	\$0.00	\$21,164.00	100.00%	\$0.00	\$0.00
107	CCO # 029 CE #399 - SI 77R4: Heritage Coordination									
107.1	08-44 50.C Updated Storefront Details	\$24,503.00	\$0.00	\$24,503.00	\$0.00	\$0.00	\$24,503.00	100.00%	\$0.00	\$0.00
108	CCO # 030 CE #448 - SI 183 - Base Building change to suit Tenant Fit-Out: Revision to accommodate KSFC required refrigerant evacuation vent at Level 03									
108.1	08-44 50.C	\$687.00	\$0.00	\$687.00	\$0.00	\$0.00	\$687.00	100.00%	\$0.00	\$0.00
109	CCO # 031 CE #447 - SI 180 Revision of IGU to spandrel panel									
109.1	08-44 50.C	\$8,445.00	\$0.00	\$8,445.00	\$0.00	\$0.00	\$8,445.00	100.00%	\$0.00	\$0.00
110	CCO # 032 CE #473 - Gamma - PMU retest in Pennsylvania - covering RJC costs associated with PMU 4									
110.1	08-44 50.C PMU 4 - Consultant's fee	\$(44,000.00)	\$0.00	\$(44,000.00)	\$0.00	\$0.00	\$(44,000.00)	100.00%	\$0.00	\$0.00
111	CCO # 033 CE #485 - Gamma Weekend Time to Install Fire Stop and Smoke Seal at Apple Mechanical Space as Requested by Mizrahi									
111.1	08-44 50.C Curtain wall FS and SS	\$5,682.00	\$0.00	\$5,682.00	\$0.00	\$0.00	\$5,682.00	100.00%	\$0.00	\$0.00
112	CCO # 034 CE #431 - SI 169 - Base-Building Coordination: Revision to spandrel panel material at N/S canopies									
112.1	08-44 50.C spandrel panel at entrance canopies	\$4,004.00	\$0.00	\$4,004.00	\$0.00	\$0.00	\$4,004.00	100.00%	\$0.00	\$0.00
113	CCO # 035 CE #491 - Mizrahi, Core and F+P Costs Related to PMU 4 to Date									
113.1	08-44 50.C Recovery of PMU 4 Costs to Date	\$(42,020.28)	\$0.00	\$(42,020.28)	\$0.00	\$0.00	\$(42,020.28)	100.00%	\$0.00	\$0.00
114	CCO # 036 CE #507 - Premium Time for Tube Installation on the South & East Elevations of Podium									
114.1	08-44 50.C Overtime premium for south podium tube installation Feb 12, 2022 & Feb 13, 2022	\$14,030.00	\$0.00	\$14,030.00	\$0.00	\$0.00	\$14,030.00	100.00%	\$0.00	\$0.00
115	CCO # 037 CE #511 - February 2022 PMU Reimbursable Costs									

285

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
115.1	08-44 50.C Credit Feb PMU 4.1 Team Costs	\$(8,408.55)	\$0.00	\$(8,408.55)	\$0.00	\$0.00	\$(8,408.55)	100.00%	\$0.00	\$0.00
116	CCO # 038 CE #516 - Gamma - March 2022 PMU Reimbursable Costs									
116.1	08-44 50.C Project team costs for PMU redo	\$(33,593.47)	\$0.00	\$(33,593.47)	\$0.00	\$0.00	\$(33,593.47)	100.00%	\$0.00	\$0.00
117	CCO # 039 CE #523 - Gamma - April 2022 PMU Reimbursable Costs									
117.1	08-44 50.C PMU 4 Team Cost in April 2022	\$(39,265.08)	\$0.00	\$(39,265.08)	\$0.00	\$0.00	\$(39,265.08)	100.00%	\$0.00	\$0.00
118	CCO # 040 CE #524 - SI 260 - Revisions to Fire Rated Below Grade Glass Doors									
118.1	08-44 50.C Revisions to 4 pcs of glass	\$4,018.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,018.00	\$0.00
119	CCO # 041 CE #526 - Gamma - May 2022 PMU Reimbursable Costs									
119.1	08-44 50.C Back charge for PMU costs	\$(22,643.37)	\$0.00	\$(22,643.37)	\$0.00	\$0.00	\$(22,643.37)	100.00%	\$0.00	\$0.00
120	CCO # 042 CE #524 - SI 260 - Revisions to Fire Rated Below Grade Glass Doors									
120.1	08-44 50.C Reduction of Hardware Allowance to Cover	\$(51,778.23)	\$0.00	\$(51,778.23)	\$0.00	\$0.00	\$(51,778.23)	100.00%	\$0.00	\$0.00
121	CCO # 043 CE #219 - CD - DCCN 23: Interior Finishes at Diagrid Panels									
121.1	08-44 50.C Envelope	\$37,613.00	\$0.00	\$37,613.00	\$0.00	\$0.00	\$37,613.00	100.00%	\$0.00	\$0.00
122	CCO # 044 CE #539 - Replacement of Damaged Tubes Due to August 31, 2021 Incident									
122.1	08-44 50.C Replacement of Damaged Tubes	\$24,574.00	\$0.00	\$24,574.00	\$0.00	\$0.00	\$24,574.00	100.00%	\$0.00	\$0.00
123	CCO # 045 CE #549 - Stainless Steel Grills for Revolving Doors									
123.1	08-44 50.C Addition of revolving door grills	\$97,628.00	\$0.00	\$97,628.00	\$0.00	\$0.00	\$97,628.00	100.00%	\$0.00	\$0.00
124	CCO # 046 CE #550 - Reduction in Hardware Allowance for Revolving Door Grills									
124.1	08-44 50.C Offsetting Reduction in Hardware Allowance	\$(97,628.00)	\$0.00	\$(97,628.00)	\$0.00	\$0.00	\$(97,628.00)	100.00%	\$0.00	\$0.00
125	CCO # 047 CE #555 - CE#219 - DCCN 23: Interior Finishes at Diagrid Panels - Credit									
125.1	08-44 50.C	\$(16,617.00)	\$0.00	\$(16,617.00)	\$0.00	\$0.00	\$(16,617.00)	100.00%	\$0.00	\$0.00
126	CCO # 048 CE #488 - SI #215 Addressing masonry brick walls at Yonge Façade based on revised brick size									
126.1	08-44 50.C Revised window opening YSF due to brick change	\$2,990.00	\$0.00	\$2,990.00	\$0.00	\$0.00	\$2,990.00	100.00%	\$0.00	\$0.00
127	CCO # 049 CE #488 - SI #215 Addressing masonry brick walls at Yonge Façade based on revised brick size. Reduction of allowance in contract.									
127.1	08-44 50.C Reduction in YSF cash allowance	\$(2,990.00)	\$0.00	\$(2,990.00)	\$0.00	\$0.00	\$(2,990.00)	100.00%	\$0.00	\$0.00
128	CCO # 050 CE #530 - CE#219 - Supply and Installation of Finished Panels Back of Curtain Wall at Diagrids - Phase 1 - 3 to 16 Only									
128.1	08-44 50.C Panels for Back of Diagrid Frames 3 to 16	\$203,133.00	\$0.00	\$198,054.68	\$0.00	\$0.00	\$198,054.68	97.50%	\$5,078.32	\$19,805.48
129	CCO # 051 CE #557 - Reverse CCO#049 - Administrative - Correction Adjustment									
129.1	08-44 50.C	\$2,990.00	\$0.00	\$2,990.00	\$0.00	\$0.00	\$2,990.00	100.00%	\$0.00	\$0.00
130	CCO # 052 CE #560 - Lost Time to Gamma Due to Tower Crane Cancellation									
130.1	08-44 50.C	\$4,943.09	\$0.00	\$4,943.09	\$0.00	\$0.00	\$4,943.09	100.00%	\$0.00	\$0.00

286										
A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Lost Time									
131	CCO # 053 CE #545 - Repair of Damage to Curtain Wall Frame F041-05001 at 5th Floor North Elevation by Amherst									
131.1	08-44 50.C Repair of Panels on Curtain Wall Frame F041-05001	\$3,694.00	\$0.00	\$3,694.00	\$0.00	\$0.00	\$3,694.00	100.00%	\$0.00	\$0.00
132	CCO # 054 CE #301 - SI 99 R3 West wing wall Changes									
132.1	08-44 50.C Additional joints, framing, and supports	\$17,970.00	\$0.00	\$17,970.00	\$0.00	\$0.00	\$17,970.00	100.00%	\$0.00	\$0.00
133	CCO # 055 CE #581 - PMU 4.1.1 Vent Test Consultant Costs									
133.1	08-44 50.C RJC Reimbursable Costs PMU 4.1.1	\$(7,200.00)	\$0.00	\$(7,200.00)	\$0.00	\$0.00	\$(7,200.00)	100.00%	\$0.00	\$0.00
134	CCO # 056 CE #546 - Custom Mount for Devices Installed Between V-Wall Cladding Flutes									
134.1	08-44 50.C Mounts for devices on V wall cladding	\$5,736.00	\$0.00	\$5,736.00	\$0.00	\$0.00	\$5,736.00	100.00%	\$0.00	\$0.00
135	CCO # 057 CE #588 - Temporary Overhead Protection									
135.1	08-44 50.C Credit for L6 Overhead Protection	\$(637,000.00)	\$0.00	\$(637,000.00)	\$0.00	\$0.00	\$(637,000.00)	100.00%	\$0.00	\$0.00
136	CCO # 059 CE #647 - Settlement of Claims - Milestone Payment Schedule									
136.1	08-44 50.C Annex "A" Milestone Payment Schedule	\$8,000,000.00	\$0.00	\$7,847,500.00	\$0.00	\$0.00	\$7,847,500.00	98.09%	\$152,500.00	\$0.00
136.2	08-44 50.C Settlement of Additional Reimbursements	\$1,800,000.00	\$0.00	\$1,800,000.00	\$0.00	\$0.00	\$1,800,000.00	100.00%	\$0.00	\$0.00
137	CCO # 060 CE #658 - Descope Agreement - Annex A Amounts									
137.1	08-44 50.C Descope Amounts from Annex A of Settlement Agreement	\$(15,166,351.23)	\$0.00	\$(15,166,351.23)	\$0.00	\$0.00	\$(15,166,351.23)	100.00%	\$0.00	\$0.00
138	CCO # 061 CE #661 - Missed Embeds									
138.1	08-44 50.C Missed Embeds L17 Slab	\$10,697.00	\$0.00	\$10,697.00	\$0.00	\$0.00	\$10,697.00	100.00%	\$0.00	\$0.00
139	CCO # 062 CE #661 - Missed Embeds									
139.1	08-44 50.C Missed Embeds U/S of L19	\$8,646.00	\$0.00	\$8,646.00	\$0.00	\$0.00	\$8,646.00	100.00%	\$0.00	\$0.00
140	CCO # 063 CE #857 - L16 Stool Trims - Provide Sill Trim for Level 16 to Cover Gamma Shortage									
140.1	08-44 50.C Credit for Supply/Installation of L16 Stool Trims	\$(20,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$(20,000.00)	\$0.00
TOTALS:		\$ (6,000,280.93)	\$0.00	\$ (6,172,037.15)	\$0.00	\$0.00	\$ (6,172,037.15)	102.86%	\$171,756.22	\$7,726.72

Grand Totals

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$41,084,064.07	\$0.00	\$40,448,722.37	\$0.00	\$0.00	\$40,448,722.37	98.45%	\$635,341.70	\$611,449.40

Reasons for Difference

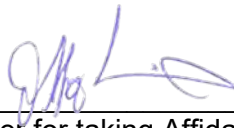
This is Exhibit "J" referred to in the

Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits *(or as may be)*



Gamma Windows & Walls International Inc.

Mizrahi Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

Invoice Date:	March 12, 2024
Invoice No.:	1808-56
Subcontract No.:	84450
Project:	The One - Toronto
Progress Billing No.:	56
H.S.T. No.:	848869384

ORIGINAL CONTRACT SUM	\$47,084,345.00
Approved Change Orders	<u>-\$5,980,280.93</u>
CONTRACT SUM TO DATE	<u>\$41,104,064.07</u>

	<u>To Date</u>	<u>Previous</u>	<u>This Claim</u>
GROSS INVOICE-BASE CONTRACT	\$46,620,759.51	\$46,620,759.51	\$0.00
GROSS INVOICE-CHANGES	<u>-\$6,172,037.16</u>	<u>-\$6,172,037.16</u>	<u>\$0.00</u>
SUBTOTAL-GROSS INVOICE	\$40,448,722.36	\$40,448,722.36	\$0.00
LESS: 10% HOLDBACK	<u>\$3,071,235.93</u>	<u>\$3,071,235.93</u>	<u>\$0.00</u>
RELEASE OF HOLDBACK	<u>\$2,445,063.06</u>	<u>\$2,371,637.69</u>	<u>\$73,425.37</u>
NET AMOUNT DUE	\$39,822,549.49	\$39,749,124.12	\$73,425.37
PLUS: 13% H.S.T.	<u>\$5,176,931.43</u>	<u>\$5,167,386.14</u>	<u>\$9,545.30</u>
TOTAL AMOUNT DUE THIS INVOICE	<u>\$44,999,480.92</u>	<u>\$44,916,510.25</u>	<u>\$82,970.67</u>

TO CONTRACTOR:

Mizrahi Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

PROJECT:

The One
2 Bloor Street West
Toronto, Ontario M4W3E2

APPLICATION NO: 56

INVOICE NO: 56 - Holdback Release

PERIOD: 03/01/24 - 03/12/24

PROJECT NO: 1709BB03

CONTRACT NO: SC-1709BB03-007

CONTRACT DATE:

CERTIFICATE DATE: 03/18/2024

SUBMITTED DATE:

FROM SUBCONTRACTOR:

Gamma Windows & Walls International Inc.
1700 Langstaff rd Suite 2001
Concord, Ontario L4K 3S3

SUBCONTRACT FOR: Exterior Building Envelope - Phase 1

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$47,084,345.00
2.	Net change by change orders	\$(6,000,280.93)
3.	Contract Sum to date (Line 1 ± 2)	\$41,084,064.07
4.	Total completed and stored to date (Column G on detail sheet)	\$40,448,722.37
5.	Retainage:	
	a. 1.55% of completed work	\$626,172.92
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$626,172.92
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$39,822,549.45
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$39,749,124.08
8.	Current payment due:	\$73,425.37
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$1,261,514.62

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$10,813,878.09	\$(16,814,159.02)
Total approved this month:	\$0.00	\$0.00
Totals:	\$10,813,878.09	\$(16,814,159.02)
Net change by change orders:	\$(6,000,280.93)	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Gamma Windows & Walls International Inc.

By: 

Digitally signed by Jimmy Zhao
DN: cn=CA,
e=Jimmy.Zhao@gammawalls.com,
o=Gamma Windows & Walls
International Inc., cn=Jimmy Zhao
Date: 2024.03.20 08:29:54 -04'00'

Date: 2024-03-12

~~State of~~ Province of Ontario

County of: York

Subscribed and sworn to before

me this

12

day of

MARCH 2024

Notary Public:

My commission expires:

PO LUNG KENNY LUI,
a Commissioner, etc., Province of Ontario,
for Gamma Windows and Walls International Inc.
Expires October 4, 2026.



MIZRAHI

DESIGN / BUILD

PM Approval

VP Approval


Kathleen Yampelovich
V.P. Administration

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 56

290

APPLICATION DATE: 03/12/2024

PERIOD: 03/01/24 - 03/12/24

Contract Lines

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	08-44 50.C Exterior Building Envelope System.Commitment	Visual Mock-Ups - Supply and Install at Manufacturer's Site	\$317,500.00	\$0.00	\$317,500.00	\$0.00	\$0.00	\$317,500.00	100.00%	\$0.00	\$0.00
2	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Production and Supply of Fabricated Material to Test Lab	\$997,437.00	\$0.00	\$997,437.00	\$0.00	\$0.00	\$997,437.00	100.00%	\$0.00	\$0.00
3	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Installation and Close-In, Glass Replacement Before Testing as Needed	\$100,650.00	\$0.00	\$100,650.00	\$0.00	\$0.00	\$100,650.00	100.00%	\$0.00	\$0.00
4	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Testing as per Specifications Including Laboratory Report	\$164,700.00	\$0.00	\$164,700.00	\$0.00	\$0.00	\$164,700.00	100.00%	\$0.00	\$0.00
5	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Disassembly and Disposal	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$0.00
6	08-44 50.C Exterior Building Envelope System.Commitment	Field Testing - Four (4) Field Tests as per provided Project Test and Evaluation Reports	\$68,500.00	\$0.00	\$34,250.00	\$0.00	\$0.00	\$34,250.00	50.00%	\$34,250.00	\$3,425.00
7	08-44 50.C Exterior Building Envelope System.Commitment	Design Assist, Shop Drawings and Submittals	\$353,654.00	\$0.00	\$353,654.00	\$0.00	\$0.00	\$353,654.00	100.00%	\$0.00	\$0.00
8	08-44 50.C Exterior Building Envelope System.Commitment	Design Assist Costs	\$243,000.00	\$0.00	\$243,000.00	\$0.00	\$0.00	\$243,000.00	100.00%	\$0.00	\$0.00
9	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - VMU, Unstamped	\$67,277.00	\$0.00	\$67,277.00	\$0.00	\$0.00	\$67,277.00	100.00%	\$0.00	\$0.00
10	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - PMU, Unstamped	\$93,472.00	\$0.00	\$93,472.00	\$0.00	\$0.00	\$93,472.00	100.00%	\$0.00	\$0.00

291											
A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
11	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - PMU, Unstamped	\$29,756.00	\$0.00	\$29,756.00	\$0.00	\$0.00	\$29,756.00	100.00%	\$0.00	\$0.00
12	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings and Calculations - PMU, Stamped - Issued for Construction	\$53,488.00	\$0.00	\$53,488.00	\$0.00	\$0.00	\$53,488.00	100.00%	\$0.00	\$0.00
13	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project, Unstamped	\$1,587,844.00	\$0.00	\$1,571,965.56	\$0.00	\$0.00	\$1,571,965.56	99.00%	\$15,878.44	\$20,500.01
14	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - Project, Unstamped	\$509,424.00	\$0.00	\$504,329.76	\$0.00	\$0.00	\$504,329.76	99.00%	\$5,094.24	\$6,791.56
15	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project, Stamped - Issued for Construction	\$384,024.00	\$0.00	\$380,183.76	\$0.00	\$0.00	\$380,183.76	99.00%	\$3,840.24	\$4,736.58
16	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - Project, Stamped - Issued for Construction	\$218,825.00	\$0.00	\$216,636.75	\$0.00	\$0.00	\$216,636.75	99.00%	\$2,188.25	\$2,796.81
17	08-44 50.C Exterior Building Envelope System.Commitment	Project Die Costs for Alum. & Gasket Profiles (Design Drawings, Tooling, Samples)	\$487,000.00	\$0.00	\$487,000.00	\$0.00	\$0.00	\$487,000.00	100.00%	\$0.00	\$0.00
18	08-44 50.C Exterior Building Envelope System.Commitment	Coil-Coated Durabrite Brushed Aluminum Material for VMU & PMU (Single Batch)	\$412,610.00	\$0.00	\$412,610.00	\$0.00	\$0.00	\$412,610.00	100.00%	\$0.00	\$0.00
19	08-44 50.C Exterior Building Envelope System.Commitment	Coil-Coated Durabrite Brushed Aluminum Material for Panel Cladding Systems (Single Batch)	\$9,155,063.00	\$0.00	\$9,155,063.00	\$0.00	\$0.00	\$9,155,063.00	100.00%	\$0.00	\$0.00
20	08-44 50.C Exterior Building Envelope System.Commitment	Bronze Substrate for VMU & PMU (Single Batch)	\$28,500.00	\$0.00	\$28,500.00	\$0.00	\$0.00	\$28,500.00	100.00%	\$0.00	\$0.00
21	08-44 50.C Exterior Building Envelope System.Commitment	Bronze Substrate for Project Glass (Single Batch)	\$1,425,000.00	\$0.00	\$1,425,000.00	\$0.00	\$0.00	\$1,425,000.00	100.00%	\$0.00	\$0.00
22	08-44 50.C	Mobilization On-Site	\$149,500.00	\$0.00	\$149,500.00	\$0.00	\$0.00	\$149,500.00	100.00%	\$0.00	\$0.00

292

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Exterior Building Envelope System.Commitment										
23	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings (Per Addendum #5)	\$5,081,655.00	\$0.00	\$5,081,655.00	\$0.00	\$0.00	\$5,081,655.00	100.00%	\$0.00	\$101,633.10
24	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings (Per Addendum #5)	\$523,165.00	\$0.00	\$477,440.38	\$0.00	\$0.00	\$477,440.38	91.26%	\$45,724.62	\$41,144.05
25	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Main Entrances, North and South	\$143,836.00	\$0.00	\$143,835.20	\$0.00	\$0.00	\$143,835.20	100.00%	\$0.80	\$7,191.76
26	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Main Entrances, North and South	\$15,041.00	\$0.00	\$10,904.73	\$0.00	\$0.00	\$10,904.73	72.50%	\$4,136.27	\$1,090.48
27	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - West Core Bridge	\$282,920.00	\$0.00	\$282,920.00	\$0.00	\$0.00	\$282,920.00	100.00%	\$0.00	\$14,146.00
28	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - West Core Bridge	\$28,292.00	\$0.00	\$17,823.96	\$0.00	\$0.00	\$17,823.96	63.00%	\$10,468.04	\$1,782.40
29	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	\$2,497,927.00	\$0.00	\$2,497,927.00	\$0.00	\$0.00	\$2,497,927.00	100.00%	\$0.00	\$24,979.28
30	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	\$240,807.00	\$0.00	\$239,726.30	\$0.00	\$0.00	\$239,726.30	99.55%	\$1,080.70	\$21,672.64
31	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Yonge Street Storefronts	\$79,051.00	\$0.00	\$79,051.00	\$0.00	\$0.00	\$79,051.00	100.00%	\$0.00	\$7,905.11
32	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Yonge Street Storefronts	\$10,569.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,569.00	\$0.00

293

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
33	08-44 50.C Exterior Building Envelope System.Commitment	Steel Frame Toggle System - Yonge Street Retail	\$129,726.00	\$0.00	\$129,726.00	\$0.00	\$0.00	\$129,726.00	100.00%	\$0.00	\$0.00
34	08-44 50.C Exterior Building Envelope System.Commitment	Steel Frame Toggle System - Yonge Street Retail	\$9,724.00	\$0.00	\$9,724.00	\$0.00	\$0.00	\$9,724.00	100.00%	\$0.00	\$0.00
35	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	\$1,158,579.00	\$0.00	\$1,158,579.00	\$0.00	\$0.00	\$1,158,579.00	100.00%	\$0.00	\$12,744.36
36	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	\$466,367.00	\$0.00	\$443,048.65	\$0.00	\$0.00	\$443,048.65	95.00%	\$23,318.35	\$44,304.86
37	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	\$96,846.00	\$0.00	\$96,846.00	\$0.00	\$0.00	\$96,846.00	100.00%	\$0.00	\$0.00
38	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	\$258,500.00	\$0.00	\$258,500.00	\$0.00	\$0.00	\$258,500.00	100.00%	\$0.00	\$0.00
39	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	\$114,063.00	\$0.00	\$114,063.00	\$0.00	\$0.00	\$114,063.00	100.00%	\$0.00	\$0.00
40	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	\$532,070.00	\$0.00	\$532,070.00	\$0.00	\$0.00	\$532,070.00	100.00%	\$0.00	\$0.00
41	08-44 50.C Exterior Building Envelope System.Commitment	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	\$4,004,642.00	\$0.00	\$4,004,642.00	\$0.00	\$0.00	\$4,004,642.00	100.00%	\$0.00	\$0.00
42	08-44 50.C Exterior Building Envelope System.Commitment	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	\$1,467,400.00	\$0.00	\$1,394,030.00	\$0.00	\$0.00	\$1,394,030.00	95.00%	\$73,370.00	\$139,403.00
43	08-44 50.C Exterior Building Envelope System.Commitment	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns	\$840,418.00	\$0.00	\$823,609.64	\$0.00	\$0.00	\$823,609.64	98.00%	\$16,808.36	\$79,215.30

294											
A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
44	08-44 50.C Exterior Building Envelope System.Commitment	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns	\$156,750.00	\$0.00	\$156,750.00	\$0.00	\$0.00	\$156,750.00	100.00%	\$0.00	\$0.00
45	08-44 50.C Exterior Building Envelope System.Commitment	Windows - Heritage Facade	\$16,834.00	\$0.00	\$16,834.00	\$0.00	\$0.00	\$16,834.00	100.00%	\$0.00	\$0.00
46	08-44 50.C Exterior Building Envelope System.Commitment	Windows - Heritage Facade	\$2,652.00	\$0.00	\$2,652.00	\$0.00	\$0.00	\$2,652.00	100.00%	\$0.00	\$0.00
47	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Podium, High-Span	\$2,575,046.00	\$0.00	\$2,575,046.00	\$0.00	\$0.00	\$2,575,046.00	100.00%	\$0.00	\$20,600.36
48	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Podium, High-Span	\$242,264.00	\$0.00	\$226,516.84	\$0.00	\$0.00	\$226,516.84	93.50%	\$15,747.16	\$22,651.68
49	08-44 50.C Exterior Building Envelope System.Commitment	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	\$40,824.00	\$0.00	\$40,824.00	\$0.00	\$0.00	\$40,824.00	100.00%	\$0.00	\$0.00
50	08-44 50.C Exterior Building Envelope System.Commitment	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	\$207,900.00	\$0.00	\$207,900.00	\$0.00	\$0.00	\$207,900.00	100.00%	\$0.00	\$0.00
51	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - South Podium Drop-Off	\$40,996.00	\$0.00	\$40,996.00	\$0.00	\$0.00	\$40,996.00	100.00%	\$0.00	\$0.00
52	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - South Podium Drop-Off	\$291,060.00	\$0.00	\$291,060.00	\$0.00	\$0.00	\$291,060.00	100.00%	\$0.00	\$0.00
53	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - L18 Mechanical Level	\$144,100.00	\$0.00	\$144,100.00	\$0.00	\$0.00	\$144,100.00	100.00%	\$0.00	\$0.00
54	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - L18 Mechanical Level	\$223,575.00	\$0.00	\$223,575.00	\$0.00	\$0.00	\$223,575.00	100.00%	\$0.00	\$0.00

295

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
55	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901Interior Panel Cladding Systems - P1 to L6: Hangers; Metal Columns SUPPLY	\$469,296.00	\$0.00	\$469,296.00	\$0.00	\$0.00	\$469,296.00	100.00%	\$0.00	\$0.00
56	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - P1 to L6: Hangers; Metal Columns INSTALL	\$1,839,200.00	\$0.00	\$1,839,200.00	\$0.00	\$0.00	\$1,839,200.00	100.00%	\$0.00	\$0.00
57	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Diagonal Steel SUPPLY	\$180,000.00	\$0.00	\$180,000.00	\$0.00	\$0.00	\$180,000.00	100.00%	\$0.00	\$0.00
58	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Diagonal Steel INSTALL	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
59	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Corner Columns SUPPLY	\$38,571.00	\$0.00	\$38,571.00	\$0.00	\$0.00	\$38,571.00	100.00%	\$0.00	\$0.00
60	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Corner Columns SUPPLY	\$4,286.00	\$0.00	\$4,286.00	\$0.00	\$0.00	\$4,286.00	100.00%	\$0.00	\$0.00
61	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Mega Columns INSTALL	\$270,000.00	\$0.00	\$270,000.00	\$0.00	\$0.00	\$270,000.00	100.00%	\$0.00	\$0.00
62	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Mega Columns INSTALL	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00
63	08-44 50.C Exterior Building Envelope System.Commitment	IWS-902 Interior Panel Cladding Systems - West Core Lobby SUPPLY	\$673,676.00	\$0.00	\$673,676.00	\$0.00	\$0.00	\$673,676.00	100.00%	\$0.00	\$0.00
64	08-44 50.C Exterior Building Envelope System.Commitment	IWS-902 Interior Panel Cladding Systems - West Core Lobby INSTALL	\$242,000.00	\$0.00	\$232,320.00	\$0.00	\$0.00	\$232,320.00	96.00%	\$9,680.00	\$23,232.00
65	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Screen Walls, Podium SUPPLY	\$93,771.00	\$0.00	\$93,771.00	\$0.00	\$0.00	\$93,771.00	100.00%	\$0.00	\$937.71

296

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
66	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Screen Walls, Podium INSTALL	\$66,325.00	\$0.00	\$66,325.00	\$0.00	\$0.00	\$66,325.00	100.00%	\$0.00	\$0.00
67	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) SUPPLY	\$48,082.00	\$0.00	\$42,739.55	\$0.00	\$0.00	\$42,739.55	88.89%	\$5,342.45	\$0.00
68	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) INSTALL	\$12,020.00	\$0.00	\$10,684.44	\$0.00	\$0.00	\$10,684.44	88.89%	\$1,335.56	\$0.00
69	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs SUPPLY	\$34,726.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,726.00	\$0.00
70	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs INSTALL	\$8,681.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,681.00	\$0.00
71	08-44 50.C Exterior Building Envelope System.Commitment	Revolving Doors - Main Entrances, Supplied and Installed	\$260,625.00	\$0.00	\$260,625.00	\$0.00	\$0.00	\$260,625.00	100.00%	\$0.00	\$0.00
72	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor SUPPLY	\$230,057.00	\$0.00	\$230,057.00	\$0.00	\$0.00	\$230,057.00	100.00%	\$0.00	\$1,540.57
73	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor INSTALL	\$46,495.00	\$0.00	\$46,495.00	\$0.00	\$0.00	\$46,495.00	100.00%	\$0.00	\$0.00
74	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - South Podium, L6 SUPPLY	\$143,863.00	\$0.00	\$143,863.00	\$0.00	\$0.00	\$143,863.00	100.00%	\$0.00	\$838.63
75	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - South Podium, L6 INSTALL	\$29,075.00	\$0.00	\$29,075.00	\$0.00	\$0.00	\$29,075.00	100.00%	\$0.00	\$0.00
76	08-44 50.C Exterior Building Envelope System.Commitment	Retail - Supply and Install Exterior Cladding at North Retail Tenant Area	\$865,760.00	\$0.00	\$865,760.00	\$0.00	\$0.00	\$865,760.00	100.00%	\$0.00	\$0.00

297

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
77	08-44 50.C Exterior Building Envelope System.Commitment	CE#069 Allowance: Architectural DSI-001 - Below Grade Arch Changes dates 2018.11.30	\$78,404.00	\$0.00	\$78,404.00	\$0.00	\$0.00	\$78,404.00	100.00%	\$0.00	\$0.00
78	08-44 50.C Exterior Building Envelope System.Commitment	CE #072 - Allowance: Arch DCCN-003 - Yonge Street Facade	\$212,364.00	\$0.00	\$212,364.00	\$0.00	\$0.00	\$212,364.00	100.00%	\$0.00	\$0.00
79	08-44 50.C Exterior Building Envelope System.Commitment	CE #074 - Allowance: Arch DCCN-004 - Garage Entrance Canopy	\$890,266.00	\$0.00	\$890,266.00	\$0.00	\$0.00	\$890,266.00	100.00%	\$0.00	\$0.00
80	08-44 50.C Exterior Building Envelope System.Commitment	CE #077 - Allowance: Temporary Sixth Floor Overhead Protection	\$637,000.00	\$0.00	\$637,000.00	\$0.00	\$0.00	\$637,000.00	100.00%	\$0.00	\$0.00
81	08-44 50.C Exterior Building Envelope System.Commitment	CE #095 - Allowance: Gamma Scope Glass Door Hardware Supply - Phase 1	\$484,300.00	\$0.00	\$484,300.00	\$0.00	\$0.00	\$484,300.00	100.00%	\$0.00	\$0.00
82	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project Phase 1, As-Built, Stamped	\$114,679.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$114,679.00	\$0.00
83	08-44 50.C Exterior Building Envelope System.Commitment	Phase 1 De-Mobilization (Including Close-Out Documents)	\$40,000.00	\$0.00	\$13,333.00	\$0.00	\$0.00	\$13,333.00	33.33%	\$26,667.00	\$0.00
84	08-44 50.C Exterior Building Envelope System.Commitment	Allowance: Owner, Construction Manager, Architects and Consultants Travel Expenses Related to Out of Town Design Meetings, Production Viewing, VMU and Project Production	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	100.00%	\$0.00	\$0.00
TOTALS:			\$47,084,345.00	\$0.00	\$46,620,759.52	\$0.00	\$0.00	\$46,620,759.52	99.02%	\$463,585.48	\$605,263.25

Change Orders

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
85	CCO # 001 CE #100 - DSI NO 10 - South Podium glazing system and location of mechanical louvres.									
85.1	08-44 50.C	\$71,720.00	\$0.00	\$71,720.00	\$0.00	\$0.00	\$71,720.00	100.00%	\$0.00	\$0.00

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	South Podium glazing system and location of mechanical louvres.									
86	CCO # 006 CE #308 - Gamma - CE 152 (DCCN 13) & CE 218 (Durabrite Credit)									
86.1	08-44 50.C CE 152 (DCCN 13) & CE 218 (Durabrite Credit)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$1,888.69
87	CCO # 007 CE #309 - Gamma - CE 191 (CCN 21 R1) & CE 253 (DCCN 26)									
87.1	08-44 50.C CE 191 (CCN 21) & CE 253 (DCCN 26)	\$(5,455.00)	\$0.00	\$22,002.50	\$0.00	\$0.00	\$22,002.50	-403.35%	\$(27,457.50)	\$(784.50)
88	CCO # 008 CE #222 - DSI 68 - Maintenance requirement for North Retail Tenant enclosure									
88.1	08-44 50.C EBES	\$7,013.00	\$0.00	\$7,013.00	\$0.00	\$0.00	\$7,013.00	100.00%	\$0.00	\$0.00
89	CCO # 009 CE #277 - Insulation at Head of North Retail Wall									
89.1	08-44 50.C Insulation Option 1	\$19,398.00	\$0.00	\$19,398.00	\$0.00	\$0.00	\$19,398.00	100.00%	\$0.00	\$0.00
90	CCO # 010 CE #359 - Gamma - PMU retest in USA - covering RJC costs to attend second PMU									
90.1	08-44 50.C Credit	\$(19,500.00)	\$0.00	\$(19,500.00)	\$0.00	\$0.00	\$(19,500.00)	100.00%	\$0.00	\$0.00
91	CCO # 011 CE #126 - DCCN 7 R4 - Revisions to Main Lobby Exterior Glazing Details – North and South Entrances									
91.1	08-44 50.C DCCN No.07 - Lobby Entrance (ROM from email)	\$228,007.00	\$0.00	\$228,007.00	\$0.00	\$0.00	\$228,007.00	100.00%	\$0.00	\$0.00
92	CCO # 012 CE #280 - SI 94 Revision to South Wall Details to Address Site Survey of 764 Yonge									
92.1	08-44 50.C Envelope	\$(3,721.00)	\$0.00	\$(3,721.00)	\$0.00	\$0.00	\$(3,721.00)	100.00%	\$0.00	\$0.00
93	CCO # 013 CE #193 - DSI 51 - Revised Datum Line to Suit Parapet Elevations at 766 Yonge Street									
93.1	08-44 50.C Revised Datum Line to Suit Parapet Elevations at 766 Yonge Street	\$(4,287.00)	\$0.00	\$(4,287.00)	\$0.00	\$0.00	\$(4,287.00)	100.00%	\$0.00	\$0.00
94	CCO # 016 CE #302 - SI 106 Updates to louvers for CACF room, Valet Elevator Vestibule, Valet Office and stair pressurizationc, SI-M029, SSO205									
94.1	08-44 50.C	\$1,628.00	\$0.00	\$1,628.00	\$0.00	\$0.00	\$1,628.00	100.00%	\$0.00	\$0.00
95	CCO # 017 CE #361 - SI 122 - Coordination of mechanical louvers at Porte-Cochère.									
95.1	08-44 50.C	\$1,622.00	\$0.00	\$1,622.00	\$0.00	\$0.00	\$1,622.00	100.00%	\$0.00	\$0.00
96	CCO # 018 CE #204 - DSI 60 R3 - Revision in Level 2, 3, 4 & 5 Mechanical Rooms and the Ground Floor Gas Meter (SI-M018)									
96.1	08-44 50.C Envelope	\$11,538.00	\$0.00	\$11,538.00	\$0.00	\$0.00	\$11,538.00	100.00%	\$0.00	\$0.00
97	CCO # 019 CE #232 - DSI 66 R1 Requirements for the wood windows within the heritage façade									
97.1	08-44 50.C Bird Fritt	\$4,658.00	\$0.00	\$4,658.00	\$0.00	\$0.00	\$4,658.00	100.00%	\$0.00	\$0.00
98	CCO # 020 CE #407 - Gamma - PMU retest in Singapore - covering RJC costs associated with PMU 3									
98.1	08-44 50.C Credit	\$(37,000.00)	\$0.00	\$(37,000.00)	\$0.00	\$0.00	\$(37,000.00)	100.00%	\$0.00	\$0.00
99	CCO # 021 CE #359 - Gamma - PMU retest in USA - covering RJC costs to attend second PMU									
99.1	08-44 50.C Credit	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	\$0.00
100	CCO # 022 CE #407 - Gamma - PMU retest in Singapore - covering RJC costs associated with PMU 3									

299

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
100.1	08-44 50.C Credit	\$(20,875.00)	\$0.00	\$(20,875.00)	\$0.00	\$0.00	\$(20,875.00)	100.00%	\$0.00	\$0.00
101	CCO # 023 CE #451 - Todd Hallam - February expense remittance									
101.1	08-44 50.C Soortpyments	\$(182.81)	\$0.00	\$(182.81)	\$0.00	\$0.00	\$(182.81)	100.00%	\$0.00	\$0.00
102	CCO # 024 CE #202 - DSI 58 R1 - Hotel Mechanical Vents at L05 & L06									
102.1	08-44 50.C Hotel Mechanical Vents at L05 & L06	\$89,563.00	\$0.00	\$89,563.00	\$0.00	\$0.00	\$89,563.00	100.00%	\$0.00	\$0.00
103	CCO # 025 CE #228 - CD- CCN 22 R1: Removal of IWS-902 from Levels P-1, Concourse, 3, 4, 5 and 6									
103.1	08-44 50.C Envelope	\$(533,643.00)	\$0.00	\$(533,643.00)	\$0.00	\$0.00	\$(533,643.00)	100.00%	\$0.00	\$0.00
104	CCO # 026 CE #286 - CCN 33 R1 Coordination with Stack-effect report to clarify required locations of seal packages									
104.1	08-44 50.C Seal around the door	\$13,751.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,751.00	\$0.00
105	CCO # 027 CE #305 - SI 105 Revision to Doors DG-SFa and DG-SG to integrate cultural interpretation plan display									
105.1	08-44 50.C Yonge Facade	\$54,833.00	\$0.00	\$10,966.60	\$0.00	\$0.00	\$10,966.60	20.00%	\$43,866.40	\$0.00
106	CCO # 028 CE #369 - SI 127 - Tenant Fit-Out Changes (KSFC): Coordination of revisions to accommodate additional exhaust capacity for kitchens at levels 3 and 4									
106.1	08-44 50.C Changes and additions of mechanical openings	\$21,164.00	\$0.00	\$21,164.00	\$0.00	\$0.00	\$21,164.00	100.00%	\$0.00	\$0.00
107	CCO # 029 CE #399 - SI 77R4: Heritage Coordination									
107.1	08-44 50.C Updated Storefront Details	\$24,503.00	\$0.00	\$24,503.00	\$0.00	\$0.00	\$24,503.00	100.00%	\$0.00	\$0.00
108	CCO # 030 CE #448 - SI 183 - Base Building change to suit Tenant Fit-Out: Revision to accommodate KSFC required refrigerant evacuation vent at Level 03									
108.1	08-44 50.C	\$687.00	\$0.00	\$687.00	\$0.00	\$0.00	\$687.00	100.00%	\$0.00	\$0.00
109	CCO # 031 CE #447 - SI 180 Revision of IGU to spandrel panel									
109.1	08-44 50.C	\$8,445.00	\$0.00	\$8,445.00	\$0.00	\$0.00	\$8,445.00	100.00%	\$0.00	\$0.00
110	CCO # 032 CE #473 - Gamma - PMU retest in Pennsylvania - covering RJC costs associated with PMU 4									
110.1	08-44 50.C PMU 4 - Consultant's fee	\$(44,000.00)	\$0.00	\$(44,000.00)	\$0.00	\$0.00	\$(44,000.00)	100.00%	\$0.00	\$0.00
111	CCO # 033 CE #485 - Gamma Weekend Time to Install Fire Stop and Smoke Seal at Apple Mechanical Space as Requested by Mizrahi									
111.1	08-44 50.C Curtain wall FS and SS	\$5,682.00	\$0.00	\$5,682.00	\$0.00	\$0.00	\$5,682.00	100.00%	\$0.00	\$0.00
112	CCO # 034 CE #431 - SI 169 - Base-Building Coordination: Revision to spandrel panel material at N/S canopies									
112.1	08-44 50.C spandrel panel at entrance canopies	\$4,004.00	\$0.00	\$4,004.00	\$0.00	\$0.00	\$4,004.00	100.00%	\$0.00	\$0.00
113	CCO # 035 CE #491 - Mizrahi, Core and F+P Costs Related to PMU 4 to Date									
113.1	08-44 50.C Recovery of PMU 4 Costs to Date	\$(42,020.28)	\$0.00	\$(42,020.28)	\$0.00	\$0.00	\$(42,020.28)	100.00%	\$0.00	\$0.00
114	CCO # 036 CE #507 - Premium Time for Tube Installation on the South & East Elevations of Podium									
114.1	08-44 50.C Overtime premium for south podium tube installation Feb 12, 2022 & Feb 13, 2022	\$14,030.00	\$0.00	\$14,030.00	\$0.00	\$0.00	\$14,030.00	100.00%	\$0.00	\$0.00
115	CCO # 037 CE #511 - February 2022 PMU Reimbursable Costs									

300

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
115.1	08-44 50.C Credit Feb PMU 4.1 Team Costs	\$(8,408.55)	\$0.00	\$(8,408.55)	\$0.00	\$0.00	\$(8,408.55)	100.00%	\$0.00	\$0.00
116	CCO # 038 CE #516 - Gamma - March 2022 PMU Reimbursable Costs									
116.1	08-44 50.C Project team costs for PMU redo	\$(33,593.47)	\$0.00	\$(33,593.47)	\$0.00	\$0.00	\$(33,593.47)	100.00%	\$0.00	\$0.00
117	CCO # 039 CE #523 - Gamma - April 2022 PMU Reimbursable Costs									
117.1	08-44 50.C PMU 4 Team Cost in April 2022	\$(39,265.08)	\$0.00	\$(39,265.08)	\$0.00	\$0.00	\$(39,265.08)	100.00%	\$0.00	\$0.00
118	CCO # 040 CE #524 - SI 260 - Revisions to Fire Rated Below Grade Glass Doors									
118.1	08-44 50.C Revisions to 4 pcs of glass	\$4,018.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,018.00	\$0.00
119	CCO # 041 CE #526 - Gamma - May 2022 PMU Reimbursable Costs									
119.1	08-44 50.C Back charge for PMU costs	\$(22,643.37)	\$0.00	\$(22,643.37)	\$0.00	\$0.00	\$(22,643.37)	100.00%	\$0.00	\$0.00
120	CCO # 042 CE #524 - SI 260 - Revisions to Fire Rated Below Grade Glass Doors									
120.1	08-44 50.C Reduction of Hardware Allowance to Cover	\$(51,778.23)	\$0.00	\$(51,778.23)	\$0.00	\$0.00	\$(51,778.23)	100.00%	\$0.00	\$0.00
121	CCO # 043 CE #219 - CD - DCCN 23: Interior Finishes at Diagrid Panels									
121.1	08-44 50.C Envelope	\$37,613.00	\$0.00	\$37,613.00	\$0.00	\$0.00	\$37,613.00	100.00%	\$0.00	\$0.00
122	CCO # 044 CE #539 - Replacement of Damaged Tubes Due to August 31, 2021 Incident									
122.1	08-44 50.C Replacement of Damaged Tubes	\$24,574.00	\$0.00	\$24,574.00	\$0.00	\$0.00	\$24,574.00	100.00%	\$0.00	\$0.00
123	CCO # 045 CE #549 - Stainless Steel Grills for Revolving Doors									
123.1	08-44 50.C Addition of revolving door grills	\$97,628.00	\$0.00	\$97,628.00	\$0.00	\$0.00	\$97,628.00	100.00%	\$0.00	\$0.00
124	CCO # 046 CE #550 - Reduction in Hardware Allowance for Revolving Door Grills									
124.1	08-44 50.C Offsetting Reduction in Hardware Allowance	\$(97,628.00)	\$0.00	\$(97,628.00)	\$0.00	\$0.00	\$(97,628.00)	100.00%	\$0.00	\$0.00
125	CCO # 047 CE #555 - CE#219 - DCCN 23: Interior Finishes at Diagrid Panels - Credit									
125.1	08-44 50.C	\$(16,617.00)	\$0.00	\$(16,617.00)	\$0.00	\$0.00	\$(16,617.00)	100.00%	\$0.00	\$0.00
126	CCO # 048 CE #488 - SI #215 Addressing masonry brick walls at Yonge Façade based on revised brick size									
126.1	08-44 50.C Revised window opening YSF due to brick change	\$2,990.00	\$0.00	\$2,990.00	\$0.00	\$0.00	\$2,990.00	100.00%	\$0.00	\$0.00
127	CCO # 049 CE #488 - SI #215 Addressing masonry brick walls at Yonge Façade based on revised brick size. Reduction of allowance in contract.									
127.1	08-44 50.C Reduction in YSF cash allowance	\$(2,990.00)	\$0.00	\$(2,990.00)	\$0.00	\$0.00	\$(2,990.00)	100.00%	\$0.00	\$0.00
128	CCO # 050 CE #530 - CE#219 - Supply and Installation of Finished Panels Back of Curtain Wall at Diagrids - Phase 1 - 3 to 16 Only									
128.1	08-44 50.C Panels for Back of Diagrid Frames 3 to 16	\$203,133.00	\$0.00	\$198,054.68	\$0.00	\$0.00	\$198,054.68	97.50%	\$5,078.32	\$19,805.48
129	CCO # 051 CE #557 - Reverse CCO#049 - Administrative - Correction Adjustment									
129.1	08-44 50.C	\$2,990.00	\$0.00	\$2,990.00	\$0.00	\$0.00	\$2,990.00	100.00%	\$0.00	\$0.00
130	CCO # 052 CE #560 - Lost Time to Gamma Due to Tower Crane Cancellation									
130.1	08-44 50.C	\$4,943.09	\$0.00	\$4,943.09	\$0.00	\$0.00	\$4,943.09	100.00%	\$0.00	\$0.00

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Lost Time									
131	CCO # 053 CE #545 - Repair of Damage to Curtain Wall Frame F041-05001 at 5th Floor North Elevation by Amherst									
131.1	08-44 50.C Repair of Panels on Curtain Wall Frame F041-05001	\$3,694.00	\$0.00	\$3,694.00	\$0.00	\$0.00	\$3,694.00	100.00%	\$0.00	\$0.00
132	CCO # 054 CE #301 - SI 99 R3 West wing wall Changes									
132.1	08-44 50.C Additional joints, framing, and supports	\$17,970.00	\$0.00	\$17,970.00	\$0.00	\$0.00	\$17,970.00	100.00%	\$0.00	\$0.00
133	CCO # 055 CE #581 - PMU 4.1.1 Vent Test Consultant Costs									
133.1	08-44 50.C RJC Reimbursable Costs PMU 4.1.1	\$(7,200.00)	\$0.00	\$(7,200.00)	\$0.00	\$0.00	\$(7,200.00)	100.00%	\$0.00	\$0.00
134	CCO # 056 CE #546 - Custom Mount for Devices Installed Between V-Wall Cladding Flutes									
134.1	08-44 50.C Mounts for devices on V wall cladding	\$5,736.00	\$0.00	\$5,736.00	\$0.00	\$0.00	\$5,736.00	100.00%	\$0.00	\$0.00
135	CCO # 057 CE #588 - Temporary Overhead Protection									
135.1	08-44 50.C Credit for L6 Overhead Protection	\$(637,000.00)	\$0.00	\$(637,000.00)	\$0.00	\$0.00	\$(637,000.00)	100.00%	\$0.00	\$0.00
136	CCO # 059 CE #647 - Settlement of Claims - Milestone Payment Schedule									
136.1	08-44 50.C Annex "A" Milestone Payment Schedule	\$8,000,000.00	\$0.00	\$7,847,500.00	\$0.00	\$0.00	\$7,847,500.00	98.09%	\$152,500.00	\$0.00
136.2	08-44 50.C Settlement of Additional Reimbursements	\$1,800,000.00	\$0.00	\$1,800,000.00	\$0.00	\$0.00	\$1,800,000.00	100.00%	\$0.00	\$0.00
137	CCO # 060 CE #658 - Descope Agreement - Annex A Amounts									
137.1	08-44 50.C Desclope Amounts from Annex A of Settlement Agreement	\$(15,166,351.23)	\$0.00	\$(15,166,351.23)	\$0.00	\$0.00	\$(15,166,351.23)	100.00%	\$0.00	\$0.00
138	CCO # 061 CE #661 - Missed Embeds									
138.1	08-44 50.C Missed Embeds L17 Slab	\$10,697.00	\$0.00	\$10,697.00	\$0.00	\$0.00	\$10,697.00	100.00%	\$0.00	\$0.00
139	CCO # 062 CE #661 - Missed Embeds									
139.1	08-44 50.C Missed Embeds U/S of L19	\$8,646.00	\$0.00	\$8,646.00	\$0.00	\$0.00	\$8,646.00	100.00%	\$0.00	\$0.00
140	CCO # 063 CE #857 - L16 Stool Trims - Provide Sill Trim for Level 16 to Cover Gamma Shortage									
140.1	08-44 50.C Credit for Supply/Installation of L16 Stool Trims	\$(20,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$(20,000.00)	\$0.00
TOTALS:		\$ (6,000,280.93)	\$0.00	\$(6,172,037.15)	\$0.00	\$0.00	\$(6,172,037.15)	102.86%	\$171,756.22	\$20,909.67

Grand Totals

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$41,084,064.07	\$0.00	\$40,448,722.37	\$0.00	\$0.00	\$40,448,722.37	98.45%	\$635,341.70	\$626,172.92

Reasons for Difference

This is Exhibit "K" referred to in the
Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits *(or as may be)*

From: [Nevsky, Joshua](#)
To: [Jimmy Zhao](#); [Sterling, Andrew](#); [Mak, Fiona](#); [Rebollo Patmore, Augusto](#)
Cc: [Michael Wu](#)
Subject: RE: 1808 The One - Gamma Invoices #55 & #56 Payment
Date: Thursday, April 18, 2024 1:55:07 PM

Hi Jimmy,

Thank you for your note. After speaking with Skygrid, and similar to what we discussed earlier this week, they are in the process of reviewing all of the invoices and work performed, and will be preparing a summary of the remaining scope and any open deficiencies. I understand from Skygrid that this has been communicated to you and that they will be reaching out directly to discuss. At this time, the above has to be completed before any payments can be made.

Thank you,

Josh

[Josh Nevsky](#)

[Alvarez & Marsal](#)

[D: 416.847.5161](#)

[M: 416.710.0910](#)

From: Jimmy Zhao <Jimmy.Zhao@GammaNA.com>

Sent: Wednesday, April 17, 2024 5:43 PM

To: Nevsky, Joshua <jnevsky@alvarezandmarsal.com>; Sterling, Andrew <asterling@alvarezandmarsal.com>; Mak, Fiona <fmak@alvarezandmarsal.com>; Rebollo Patmore, Augusto <apatmore@alvarezandmarsal.com>

Cc: Michael Wu <Michael.Wu@GammaNA.com>

Subject: RE: 1808 The One - Gamma Invoices #55 & #56 Payment

Importance: High

 **[EXTERNAL EMAIL]: Use Caution**

Good Afternoon A&M Team,

We are looking for a response on the payment status of our March 12 Invoices addressed to Mizrahi Inc. for work performed up through March 12.

Our understanding was that those invoices would be due by now as March 12 was the last day Mizrahi was on the project.

First of all, with Mizrahi now out of the picture, who is going to be our main contact to resolve payment-related issues?

Previously we reached out directly to Mizrahi on these matters but we're not sure specifically who to reach out to now.

As per my phone call with Josh yesterday, it was mentioned that there were outstanding deficiencies related to certain line items billed on that invoice to which I've acknowledged, but I've also clarified that those deficiencies have been accounted for in the invoices as a substantial amount of money is still being held both in the progress payment SOV values (Balance to Finish) as well as Holdback (over \$600k), which is way more than enough to cover the total outstanding deficiencies.

At the same time, since the beginning of the Receivership Order back in October of last year, all of Gamma's invoices that were approved by Mizrahi had been paid without further disputes.

This was further affirmed by our receipt of payment for the February invoice on March 28. As such, we don't see why A&M would withhold payment of Gamma's invoices #55 and #56, and it prompts us to wonder if there is a funding issue that's preventing the payment from being released.

If not, then when can we expect payment for these invoices?

We are also looking to meet to resolve the approval of our March 25 Progress Draw invoice to Skygrid (which will be followed with a Holdback invoice, amount of which is pending on the final numbers of the Progress Draw invoice), as well as how to deal with the balance of the work to finish for Gamma.

Your prompt response is highly appreciated.

Thanks and regards,

Jimmy Zhao

Contracts Manager (The One)

Gamma

1700 Langstaff Road

Suite 2001

Concord, ON Canada L4K 3S3

Main: 905-695-6996 x 168 Fax: 905-695-3469 Cell: 416-524-7599

Jimmy.Zhao@GammaNA.com

www.GammaNA.com

A Division of Far East Global Group Limited



From: Jimmy Zhao

Sent: Monday, April 15, 2024 12:41 PM

To: Nevsky, Joshua <jnevsky@alvarezandmarsal.com>

Cc: Howard Peng <Howard.Peng@GammaNA.com>; Michael Wu <Michael.Wu@GammaNA.com>; Sterling, Andrew <asterling@alvarezandmarsal.com>

Subject: RE: 1808 The One - Gamma Invoices #55 & #56 Payment

Hi Josh,

Any word?

We haven't seen anything on our end yet.

Thanks,

Jimmy Zhao

Contracts Manager (The One)

Main: 905-695-6996 x 168 Cell: 416-524-7599

From: Nevsky, Joshua <jnevsky@alvarezandmarsal.com>

Sent: Saturday, April 13, 2024 11:59 AM

To: Jimmy Zhao <Jimmy.Zhao@GammaNA.com>

Cc: Howard Peng <Howard.Peng@GammaNA.com>; Michael Wu <Michael.Wu@GammaNA.com>; Sterling, Andrew <asterling@alvarezandmarsal.com>

Subject: RE: 1808 The One - Gamma Invoices #55 & #56 Payment

Hi Jimmy, let me inquire on my side with Knightsbridge and Skygrid. We will get back to you asap.

Thank you,

Josh

Josh Nevsky
Alvarez & Marsal
D: 416.847.5161
M: 416.710.0910

From: Jimmy Zhao <Jimmy.Zhao@GammaNA.com>

Sent: Friday, April 12, 2024 2:00 PM

To: Nevsky, Joshua <jnevsky@alvarezandmarsal.com>

Cc: Howard Peng <Howard.Peng@GammaNA.com>; Michael Wu <Michael.Wu@GammaNA.com>

Subject: 1808 The One - Gamma Invoices #55 & #56 Payment

 **[EXTERNAL EMAIL]: Use Caution**

Good Afternoon Josh,

Just wondering if you know the status of Gamma's invoices #55 and #56 dated March 12, 2024?

I believe those were supposed to be paid yesterday or today.

Thanks,

Jimmy Zhao

Contracts Manager (The One)

Main: 905-695-6996 x 168 **Cell:** 416-524-7599

This is Exhibit "L" referred to in the

Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐

in
person

☒

by video
conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits *(or as may be)*

From: [Jonathan Isenegger](#)
To: [Jimmy Zhao](#); [Michael Wu](#)
Cc: [Adam Marciniak](#); [Giancarlo Fucile](#); [Todd Hallam](#)
Subject: The One - Gamma Contract 1 - Cost to Complete
Date: Tuesday, April 30, 2024 3:20:49 PM
Attachments: [image001.png](#)
[Gamma Contract 1 - Remaining Works - 2024-04-29.pdf](#)

Jimmy and Michael,
Please see attached.

Regards,
Jonathan Isenegger | Assistant Project Manager
[SKYGRiD Construction Inc.](#)
5750 Explorer Drive, Suite 200, Mississauga, ON L4W 0A9
Mobile: (647) 237-0954 | Office: (416) 622-9602
jisenegger@skygrid.ca

[Website](#) | [Linkedin](#) | [Instagram](#) | [Facebook](#) | [Twitter](#)



Gamma Contract 1 - February 2024 Invoice Summary & Current Costs to Complete

Description of Work	Scheduled Value (A)	Completed to Date (B)	Balance To Finish (C) = (A-B)	% Completed (D) = (B/A)	Holdback (E)	Remaining w/ HB (F) = (C+E)	Cost to Complete (G)	Cost to Complete Comments
006. Field Testing - Four (4) Field Tests as per provided Project Test and Evaluation Reports	\$68,500.00	\$34,250.00	\$34,250.00	50.00%	\$3,425.00	\$37,675.00	\$150,000.00	Three tests remaining since 2nd test was not initially succesful. Current cost of water tests are estimated at \$50k/ea.
013. Shop Drawings - Project, Unstamped	\$1,587,844.00	\$1,567,995.95	\$19,848.05	98.75%	\$20,103.05	\$39,951.10	\$25,000.00	Upper mechanicals L57-58 & L77-78 and tower L79-84 outstanding, L3 firestop and smoke seal detail updates required, site fix engineering for deficiencies still required, updates to submissions as design develops for amenity canopy. Estimate for this work is \$25k.
014. Thermal and Structural Calculations - Project, Unstamped	\$509,424.00	\$503,056.20	\$6,367.80	98.75%	\$6,664.20	\$13,032.00	\$50,000.00	Upper mechanicals L57-58 & L77-78 and tower L79-84 outstanding, L3 firestop and smoke seal detail updates required, site fix engineering for deficiencies still required, updates to submissions as design develops for amenity canopy. Estimate for this work is \$50k.
015. Shop Drawings - Project, Stamped - Issued for Construction	\$384,024.00	\$379,223.70	\$4,800.30	98.75%	\$4,640.57	\$9,440.87	\$25,000.00	Upper mechanicals L57-58 & L77-78 and tower L79-84 outstanding, L3 firestop and smoke seal detail updates required, site fix engineering for deficiencies still required, updates to submissions as design develops for amenity canopy. Estimate for this work is \$25k.
016. Thermal and Structural Calculations - Project, Stamped - Issued for Construction	\$218,825.00	\$216,089.69	\$2,735.31	98.75%	\$2,742.10	\$5,477.41	\$50,000.00	Upper mechanicals L57-58 & L77-78 and tower L79-84 outstanding, L3 firestop and smoke seal detail updates required, site fix engineering for deficiencies still required, updates to submissions as design develops for amenity canopy. Estimate for this work is \$50k.
023. Unitized Curtain Wall System - Tower, L7 to L16 - SUPPLY	\$5,081,655.00	\$5,081,655.00	\$0.00	100.00%	\$101,633.10	\$101,633.10	\$100,000.00	Supply of L16 stool trims estimate at \$20k, supply of hoist bay firestop and smoke seals estimated at \$15k, hoist bay packages & consumables estimated at \$25k, deficiency materials estimated at \$20k, supply only items contingency of \$20k.
024. Unitized Curtain Wall System - Tower, L7 to L16 - INSTALL	\$523,165.00	\$470,848.50	\$52,316.50	90.00%	\$40,484.86	\$92,801.36	\$450,000.00	Installation of stool trims and panels L7-16 quoted at \$116k, installation of L16 airseals estimated at \$15k, deficiencies & remediation including exterior drop for sealants & gasket repairs estimated at \$250k, installation of L6 replacement glass quoted at \$45k, installation of remaining works around L6 portal estimated at \$20k, installation of L7 west curb cladding and insulation estimated at \$4k.
025. Structural Silicone Glazing System - Main Entrances, North and South - SUPPLY	\$143,836.00	\$143,835.20	\$0.80	100.00%	\$7,191.76	\$7,192.56	\$50,000.00	Supply of stainless steel around the portals are outstanding, trims seals and gaskets remediation, deficiency fixing materials and consumables. Estimated material costs of \$50k.
026. Structural Silicone Glazing System - Main Entrances, North and South - INSTALL	\$15,041.00	\$10,904.73	\$4,136.27	72.50%	\$1,090.48	\$5,226.75	\$100,000.00	Installation of stainless steel around the portals estimated at \$10k, trims seals and gaskets remediation estimated at \$10k, deficiency fixing including severe issue of support angles poking through sealants (possible removal and reinstallation) estimated at \$80k.
027. Unitized Curtain Wall System - West Core Bridge - SUPPLY	\$282,920.00	\$282,920.00	\$0.00	100.00%	\$14,146.00	\$14,146.00	\$25,000.00	Installation of trims and closures and deficiencies remaining. Materials for deficiencies estimated at \$10k. Custom trims required to complete this area estimated at \$15k.
028. Unitized Curtain Wall System - West Core Bridge - INSTALL	\$28,292.00	\$17,823.96	\$10,468.04	63.00%	\$1,782.40	\$12,250.44	\$45,000.00	Interior panel deficiency remediation estimate at \$10k, exterior seals to adjacent works estimated at \$10k, interior scratched mullions and deficiencies remediation estimated at \$10k, installation of custom trims estimated at \$15k.
029. Unitized Curtain Wall System - South Podium with Tubular Profiles - SUPPLY	\$2,497,927.00	\$2,497,927.00	\$0.00	100.00%	\$24,979.28	\$24,979.28	\$120,000.00	Supply deficiencies including scratched tubes and alignment of tubes estimated at \$100k, supply of hoist bay anchorage material estimated at \$13k, supply of east elevation panels on L3 roof estimated at \$5k, supply of L3 door glass for \$2k.
030. Unitized Curtain Wall System - South Podium with Tubular Profiles - INSTALL	\$240,807.00	\$239,726.30	\$1,080.70	99.55%	\$21,672.64	\$22,753.34	\$300,000.00	Exterior drops for paint touch ups, tube alignments, and tube replacements estimated at \$250k, interior deficiency remediation estimated at \$45k, east elevation installation of terrace panels estimated at \$5k.
031. Structural Silicone Glazing System - Yonge Street Storefronts - SUPPLY	\$79,051.00	\$79,051.00	\$0.00	100.00%	\$7,905.11	\$7,905.11	\$25,000.00	Need proper turn over of materials on site to consolidate lists of materials with requirements. Majority supplied to Paddock and glass on site. Misc consumables not accounted for. Carried for a \$25k contingency for non-supplied materials or incorrectly supplied materials.
032. Structural Silicone Glazing System - Yonge Street Storefronts - INSTALL	\$10,569.00	\$0.00	\$10,569.00	0.00%	\$0.00	\$10,569.00	\$75,000.00	Current cost to install
035. Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids - SUPPLY	\$1,158,579.00	\$1,158,579.00	\$0.00	100.00%	\$12,744.36	\$12,744.36	\$20,000.00	L3 horigrid panel replacement with shipping estimated at \$8k, other damaged exterior panels may require replacement (resultant from broken glass on WCL) estimated at \$12k.
036. Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids - INSTALL	\$466,367.00	\$443,048.65	\$23,318.35	95.00%	\$44,304.86	\$67,623.21	\$100,000.00	Hoist bay panel installation for L10, L16 (8 horigrids) estimated at \$10k, L5 NW corner panel installation fix estimated at \$10k, L3-6 link panel alignment and fastenening estimated at \$20k (possible reRe), exterior gasket repair estimated at \$50k, L6 mega column panels u/s fastening estimated as \$10k.
041. V-Shaped Breakform Panel System - SUPPLY	\$4,004,642.00	\$4,004,642.00	\$0.00	100.00%	\$64,074.27	\$64,074.27	\$50,000.00	Replacement caps, possible replacement extrusions, outstanding trims, deficiency repair materials. Estimated \$50k for outstanding material supply on this item.
042. V-Shaped Breakform Panel System - INSTALL	\$1,467,400.00	\$1,379,356.00	\$88,044.00	94.00%	\$137,935.60	\$225,979.60	\$100,000.00	Deficiency repairs. Misalignment, screws through panels, missing caps and closures. Panels may require removal to properly align. Estimate of \$100k carried for this item.
043. Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns - SUPPLY	\$840,418.00	\$798,397.10	\$42,020.90	95.00%	\$76,694.05	\$118,714.95	\$25,000.00	Replacement of louvre blade shortage estimated at \$5k, supply only item contingency estimated at \$20k.
046. Windows - Heritage Façade - INSTALL	\$2,652.00	\$2,652.00	\$0.00	100.00%	\$265.20	\$265.20	\$1,000.00	Some deficiencies on the window stops that have been removed. Window stops to be reinstalled and paint touched up if necessary. Estimated \$1k for this work.
047. Unitized Curtain Wall System - Podium, High-Span SUPPLY	\$2,575,046.00	\$2,575,046.00	\$0.00	100.00%	\$20,600.36	\$20,600.36	\$60,000.00	L3 replacement glass (jumbo and non typical) estimated at \$40k, deficiency materials estimated at \$20k.
048. Unitized Curtain Wall System - Podium, High-Span INSTALL	\$242,264.00	\$226,516.84	\$15,747.16	93.50%	\$22,651.68	\$38,398.84	\$60,000.00	L3 replacement glass (challenging access and replacement) estimated at \$40k, deficiencies works estimated as \$20k
063. IWS-902 Interior Panel Cladding Systems - West Core Lobby SUPPLY	\$673,676.00	\$673,676.00	\$0.00	100.00%	\$33,683.80	\$33,683.80	\$5,000.00	Touchups. Material estimated at \$5k.
064. IWS-902 Interior Panel Cladding Systems - West Core Lobby INSTALL	\$242,000.00	\$232,320.00	\$9,680.00	96.00%	\$23,232.00	\$32,912.00	\$10,000.00	Touchups. Labour estimated at \$10k.

Description of Work	Scheduled Value (A)	Completed to Date (B)	Balance To Finish (C) = (A-B)	% Completed (D) = (B/A)	Holdback (E)	Remaining w/ HB (F) = (C+E)	Cost to Complete (G)	Cost to Complete Comments
065. Interior Glass Screen Walls, Podium - SUPPLY	\$93,771.00	\$93,771.00	\$0.00	100.00%	\$937.71	\$937.71	\$15,000.00	Misc consumables estimated at \$5k, supply contingency of \$10k.
067. Interior Glass Doors (Remaining) - SUPPLY	\$48,082.00	\$42,739.55	\$5,342.45	88.89%	\$0.00	\$5,342.45	\$12,000.00	Estimate for supply of DC-21.
068. Interior Glass Doors (Remaining) - INSTALL	\$12,020.00	\$10,684.44	\$1,335.56	88.89%	\$0.00	\$1,335.56	\$7,000.00	Estimate for install of DC-21.
069. Exterior Glass Doors - SUPPLY	\$34,726.00	\$0.00	\$34,726.00	0.00%	\$0.00	\$34,726.00	\$75,000.00	Supply of exterior glass doors (N&S main entrance & Yonge St storefronts)
070. Exterior Glass Doors - INSTALL	\$8,681.00	\$0.00	\$8,681.00	0.00%	\$0.00	\$8,681.00	\$20,000.00	Installation of exterior glass doors (N&S main entrance and Yonge St storefronts)
072. Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor SUPPLY	\$230,057.00	\$230,057.00	\$0.00	100.00%	\$1,540.57	\$1,540.57	\$15,000.00	Supply of L17 Railing T-Bolts for \$1k, supply contingency for uninstalled materials \$14k.
074. Balustrade System - South Podium, L6 SUPPLY	\$143,863.00	\$143,863.00	\$0.00	100.00%	\$838.63	\$838.63	\$5,000.00	Link walls material outstanding estimated at \$5k.
082. Shop Drawings - Project Phase 1, As-Built, Stamped	\$114,679.00	\$0.00	\$114,679.00	0.00%	\$0.00	\$114,679.00	\$114,679.00	Guardrails, L7 WCL Guardrails, Riverside Group works originally in contract, hoist bays, Yonge Street storefronts, glass doors & screens (\$100,000). Phase 1 As-Builts supplied by Gamma (\$14,679.00).
083. Phase 1 De-Mobilization (Including Close-Out Documents)	\$40,000.00	\$13,333.00	\$26,667.00	33.33%	\$0.00	\$26,667.00	\$276,667.00	\$26,667.00 required to clean up material left on site. No close out documents, no warranty have been submitted- NOTE: THIS ITEM TO BE DISCUSSED, COST OF HAVING THIS WARRANTIED BY OTHERS WILL BE SIGNIFICANT - 250K CARRIED IN THIS ESTIMATE
086. CCO # 006 CE #308 - Gamma - CE 152 (DCCN 13) & CE 218 (Durabrite Credit)	\$0.00	\$0.00	\$0.00		\$1,888.69	\$1,888.69	-\$1,888.69	Complete, remaining is holdback
087. CCO # 007 CE #309 - Gamma - CE 191 (CCN 21 R1) & CE 253 (DCCN 26)	-\$5,455.00	\$22,002.50	-\$27,457.50		-\$784.50	-\$28,242.00	-\$28,242.00	Balance for contract 2 Items. Credit for L19+.
103. CCO # 025 CE #228 - CD- CCN 22 R1: Removal of IWS-902 from Levels P-1, Concourse, 3, 4, 5 and 6	-\$533,643.00	-\$533,643.00	\$0.00	100.00%	-\$25,694.56	-\$25,694.56	\$25,694.56	Holdback credit to be released
104. CCO # 026 CE #286 - CCN 33 R1 Coordination with Stack-effect report to clarify required locations of seal packages	\$13,751.00	\$0.00	\$13,751.00	0.00%	\$0.00	\$13,751.00	\$13,751.00	To be descope.
105. CCO # 027 CE #305 - SI 105 Revision to Doors DG-SFa and DG-SG to integrate cultural interpretation plan display	\$54,833.00	\$10,966.60	\$43,866.40	20.00%	\$1,096.66	\$44,963.06	\$43,866.40	To be descope.
118. CCO # 040 CE #524 - SI 260 - Revisions to Fire Rated Below Grade Glass Doors	\$4,018.00	\$0.00	\$4,018.00	0.00%	\$0.00	\$4,018.00	\$4,018.00	To be descope.
128. CCO # 050 CE #530 - CE#219 - Supply and Installation of Finished Panels Back of Curtain Wall at Diagrids - Phase 1 - 3 to 16 Only	\$203,133.00	\$198,054.68	\$5,078.32	97.50%	\$19,805.48	\$24,883.80	\$10,000.00	Touch up of damaged panels estimated at \$10k.
136. Annex "A" Milestone Payment Schedule	\$8,000,000.00	\$7,347,500.00	\$652,500.00	91.84%	\$0.00	\$652,500.00	-\$652,500.00	Remaining Settlement is 195K P1-L6 Completion; 227.5K V-Wall Completion; 230K L7-16 Completion - NOTE THIS WILL BE REQUIRED TO ASSIST COVERING COSTS TO COMPLETE
Grand Total	\$31,807,440.00	\$30,598,869.59	\$1,208,570.41		\$694,275.41	\$1,902,845.82	\$1,976,045.27	

Additional Exposures

\$800,000

Vent frame design issues

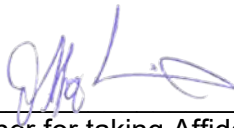
This is Exhibit "M" referred to in the

Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits (*or as may be*)



Gamma Windows and Walls International Inc.

May 15, 2024

Via: E-mail

Alvarez & Marsal Canada Inc., in its capacity as Receiver

200 Bay Street, Suite 2000

Toronto, ON M5J 2J1

Attn: S. Ferguson sferguson@alvarezandmarsal.com

J. Nevsky jnevsky@alvarezandmarsal.com

F. Mak fmak@alvarezandmarsal.com

SKYGRiD Construction Inc., in its capacity as Construction Manager

2-290 Queen Street West

Toronto, ON M5V 2A1

Attn: C. MacWilliam cmacwilliam@skygrid.ca

A. Marciniak amarciniak@skygrid.ca

G. Fucile gfucile@skygrid.ca

J. Isenegger jisenegger@skygrid.ca

Mizrahi Inc.

125 Hazelton Avenue

Toronto, Ontario, M5R 2E4

Attn: E. Yanqueleveh esteban@mizrahidevelopments.ca

RE: Notice in Writing of Default of Payment – SCC 7.2.3 and SCC 7.2.4

Subcontract Agreement dated May 17, 2019 between Mizrahi Inc. (“Mizrahi”) as Contractor and Gamma Windows and Walls International Inc. (“Gamma”) as Subcontractor (the “Subcontract”)

As Amended by the Settlement Agreement dated June 8, 2023 (the “Settlement Agreement”)

Dear Sir or Madam

Notice in Writing of Default of Payment is hereby given by Gamma to Mizrahi and the Receiver further to SCC 7.2.3 of the Subcontract.

Gamma submitted to Mizrahi for approval progress draws 55 and 56. After review and adjustment in accordance with its normal practice, Mizrahi approved the values for payment as contained in Gamma’s Invoices 1808-55 in the amount of \$619,133.59 and 1808-56 in the amount of \$82,970.67, both dated March 12, 2024 (copies with approvals enclosed).



Gamma Windows and Walls International Inc.

The Receiver has subsequently taken the position that the invoices were not “certified” by a payment certifier. This is not correct. Since Mizrahi took over management of the project from Clark Construction Management Inc. on or about October 28, 2020, Mizrahi has been the only party to review and approve Gamma’s progress draws for payment. This is true of Gamma’s last 42 monthly progress draws (draws 15 – 56) which have been reviewed, adjusted, negotiated and approved for payment by Mizrahi alone. Draws 55 and 56 were similarly approved by Mizrahi, which continued to manage the project under the supervision of the Court and the Receiver up to the Effective Date (March 13, 2024) as defined in the Construction Continuance Order dated March 8, 2024. Paragraph 17 of the Order of the Honourable Justice Osborne dated October 18th, 2023 only makes reference to the payment by the Developer (Mizrahi Inc.) in accordance with the normal payment practices of the Developer. Mizrahi’s approval of Gamma’s Draws 55 and 56 therefore fits entirely within this practice.

The Subcontract requires that payments of progress draws be made within 30 days of their submittal, failing which a payment default occurs. No payments were received by Gamma within the said 30 day period, nor have they been received since. Further to SCC 7.2.3 of the Subcontract, Gamma as Subcontractor may give Notice in Writing of default if the Contractor (Mizrahi Inc.) is in default of its payment obligations. Notice of such default is hereby given.

Further to SCC 7.2.3 of the Subcontract, if such default is not cured within 5 Working Days, Gamma (the Subcontractor) may, without prejudice to any other right or remedy, suspend the Subcontract Work or terminate the Subcontract. Notice of such intention, subject to the provisions below, is hereby given.

Paragraph 17 of the Order of the Honourable Justice Osborne dated October 18th, 2023 provides that all Persons are restrained from discontinuing or terminating their supply of goods and services provided the normal prices or charges for all such goods and services received after October 18, 2023 are paid by the Receiver or Developer (Mizrahi) in accordance with normal payment practices of the Developer. As noted above, Gamma has not received payment, as approved by Mizrahi in accordance with Mizrahi’s normal payment practices, as followed by Gamma and Mizrahi for the past 3 ½ years.

Further to the Settlement Agreement, Mizrahi agreed to release portions of the holdback and has been doing so in accordance with the provisions of the Settlement Agreement since June, 2023. Gamma’s invoice 1808-56 noted above was such a payment approved by Mizrahi in accordance with Mizrahi’s normal payment practices. The failure to release such payment is a breach of the Settlement Agreement and the payment provisions of the Subcontract, in accordance with the normal payment practices of the Developer.

The foregoing is without prejudice to the right of Gamma to exercise other rights or remedies which include, but are not limited to, its right to immediately exercise its option to descope the remainder of its installation work further to paragraph 18 of the Settlement Agreement or to provide notice of a claim for lien in accordance with the Lien Regularization Order.



Gamma Windows and Walls International Inc.

Please be advised that if the payment default herein is not cured within 5 Working Days as specified in Gamma's Subcontract, then Gamma intends to instruct its lawyers to bring a motion for directions before the Commercial Court which may include some or all of the following:

- a) directions and leave to suspend its work for non-payment;
- b) directions and leave to descope the balance of its Subcontract work in accordance with the Settlement Agreement;
- c) directions and leave to terminate the Subcontract for non-payment;
- d) directions and confirmation that upon such termination, Gamma has no need to delivery any warranty documents on the basis Gamma has not been paid in full;
- e) an order for payment of the previously approved invoices;
- f) directions with respect to the as-built drawings in its possession, the delivery of which is not yet due, but for which Gamma has not yet been paid wherein such payment is expressly contemplated by the Subcontract and the Statement of Values attached thereto;
- g) an order for payment of the remaining unpaid holdback Gamma has earned in respect of the approved payment draws and work completed to date; and
- h) such further and other directions or orders as the Court may permit.

Gamma would much prefer the payment default be cured and it can continue and finish its remaining work under its Subcontract, as amended by the Settlement Agreement.

Sincerely,

Digitally
signed by
Michael Wu

Michael Wu
Project Director
Gamma Windows and Walls International Inc.

- Cc Goodman's LLP, counsel to Alvarez & Marsal Canada Inc., Receiver
boneill@goodmans.ca; carmstrong@goodmans.ca; jlinde@goodmans.ca
- Cc Knightsbridge Development Corporation, Receiver-Appointed Project Manager
wsmith@knightsbridgecorp.ca
- Cc Osler, Hoskin & Harcourt LLP, counsel to KEB Hana Bank as trustee of IGIS Global Private Placement Real Estate Fund No. 530
mdelellis@osler.com; rdavidge@osler.com

This is Exhibit "N" referred to in the

Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits *(or as may be)*

From: [Jeffrey Levine](#)
To: [Chris Armstrong \(carmstrong@goodmans.ca\)](#); [Howard Wise \(hwise@goodmans.ca\)](#)
Cc: [Joshua Nevsky \(jnevsky@alvarezandmarsal.com\)](#); [Glenn Grenier](#)
Bcc: [Hygate Development Corp 1003112 The One 263481 E mails](#)
Subject: Gamma re. The One - call re. non-payment of invoices
Date: Thursday, May 16, 2024 5:55:01 AM
Attachments: [The One - Gamma Invoice #1808-55 Phase #1.pdf](#)
[The One - Gamma Invoice #1808-56 Phase #1 - HB Release.pdf](#)
[Gamma Notice of Default \(Payment\) 15 May 24.pdf](#)
[Gamma Contract 1 - Remaining Works - 2024-04-29.pdf](#)

WITH PREJUDICE

Dear Chris and Howard,

We'd like a without prejudice call with a view to seeing the Receiver pay our client, Gamma, for certain outstanding invoices and avoiding a motion for directions and other relief. The payment would also provide a path for Gamma to complete the balance of its work for the project for the benefit of all stakeholders in the Receivership.

As you know, we are counsel to Gamma with respect to its rights and obligations under the agreement between Gamma and Mizrahi Inc. dated May 17, 2019, as modified by the Settlement Agreement between those same parties made as of June 8, 2023 (together, the "**Contracts**").

In accordance with the payment provisions of those agreements, Gamma submitted two invoices to Mizrahi on March 12, 2024 for \$619,133.59 and \$82,970.67 (the "**Invoices**") respectively. Mizrahi certified the Invoices for payment, but payment on the Invoices has not been made. The Invoices are attached for ease of reference, as is Gamma's Notice of Default in respect of the non-payment delivered yesterday.

Our client has been told by the Receiver that the Receiver takes the position that no further payments will be made to Gamma until Gamma completes the balance of its obligations, as they previously existed, to Mizrahi under the Contracts. The Receiver has also told our client that it takes this position because it is informed by Skygrid that Skygrid's assessment of its cost to complete Gamma's work under the Contracts exceeds the amounts owed to Gamma. As such, Skygrid and the Receiver don't want to take the risk of paying Gamma, then having insufficient funds to complete Gamma's work using another contractor.

Gamma appreciates that Skygrid is just getting up to speed. However, its position, and thus the Receiver's position, on the satisfaction of the Invoices at this time is illogical and cries out for some additional diligence on an urgent basis for the benefit of all of the Receivership's stakeholders. Skygrid, and thus the Receiver, are treating this situation as though Gamma has committed a default of its obligations under the Contracts that Gamma is without the means to cure. If that were truly the state of affairs, we could understand how the Receiver might be weary of releasing any further payments to Gamma. However, Gamma has satisfied all of its obligations presently due to Mizrahi and the project and has the means to satisfy the balance of its commitments. Absent payment in accordance with the Contracts, however, Gamma is not prepared to provide any further supply or services and we do not interpret any of the Orders of Justice Osborne to so require in the

circumstances. The result is certainly additional cost for, and surely delay to, the project that could be avoided very easily.

We are in receipt of the attached chart setting out Skygrid's assessment of work that remains under the Contracts and Skygrid's Cost to Complete. Skygrid's noted Grand Total Cost to Complete of \$1,976,045.27 is based either on a misunderstanding of the state of affairs, negligence or bad faith.

First of all, there are 14 items in Skygrid's list that provide for a "supply" as noted in the "Description of Work" in the left-most column. Skygrid has estimated a cost-to-complete for those items of \$525,000. However, none of them are past due under the terms of the Contracts, so it is not as if Skygrid or the Receiver have any reasonable basis to assume that the supply won't be made by Gamma if Gamma's rights under the Contracts are satisfied, or any reasonable basis to withhold payment for work already completed, billed and certified by Mizrahi as a punishment to Gamma for not yet making the supply. In any case, for each of the 14 items, Gamma has the supply ready to go and would be pleased to provide it to the project at the agreed price of \$433,874.50 if the Contracts are being honored. It would seem illogical for the Receiver to pay \$525,000 for something that can be procured in short order for \$433,874.50.

Next, Skygrid provisions \$114,679.00 to complete as-built drawings and \$276,667.00 for clean-up and the provision of a warranty for Gamma's work. Neither the drawings nor the clean-up and warranty are past due under the terms of the Contracts. Accordingly, and as with the 14 items to be supplied, there's no reasonable basis to assume that the supply won't be delivered by Gamma if Gamma's rights under the Contracts are satisfied, or any reasonable basis to withhold over-due payments simply because the drawings and warranty have yet to be provided, and the clean up not yet completed. Indeed, the drawings are ready to be provided for the agreed price of \$114,679.00 and the cleanup will be completed and warranty provided all for the price agreed under the Contracts of \$26,667.00 if Gamma's rights under the Contract are satisfied. We can't understand how the Receiver would prefer paying \$276,667.00 for the clean-up and warranty instead of \$26,667.00 (i.e., 1/10th of the cost to complete as estimated by Skygrid).

Third, Skygrid includes in its \$1,976,045.27 cost-to-complete, items 32 and 67-70 which it estimates will cost \$189,000 to complete. Setting aside the legitimacy of that estimate, those items are not properly attributed to the cost to complete Gamma's work, because those items are to be descoped further to the Settlement Agreement. The items are to be descoped from Gamma's work because Mizrahi understood, as Skygrid would understand after a proper investigation, that the site is not ready for the supply and install of those items or because the supply and install was dependent on the project supplying materials which the project has not made available.

Deducting for the foregoing items, we're left with \$870,699.27 (i.e., \$1,976,045.27 - \$525,000 - \$114,679 - \$276,667 - \$189,000 = \$870,699.27) as Skygrid's estimated cost to complete. This is Skygrid's estimated cost to complete the balance of the installation work for which Gamma would be responsible under its Contracts. Gamma does not agree with Skygrid's assessment and, in fact, believes that it is made in bad faith because Skygrid simply doesn't have the information necessary to make a reasonable assessment. In any event, none of the items are past due under the terms of the Contracts and Gamma otherwise hasn't prejudiced the project by having not yet completed the

items. Further, neither Skygrid nor the Receiver can have any reasonable basis to conclude that Gamma will not complete the work if Gamma is paid in accordance with the Contracts.

Please let us know when you have the time for a call to discuss the foregoing after you have had the opportunity to discuss these issues with Skygrid and the Receiver.

Yours truly,

mcmillan

Jeffrey Levine*

Partner – Group Head, Complex Disputes and Regulatory Regimes Group

Pronoun: He / Him / His - Il / lui / son

d 416.865.7791 | f 416.865.7048

jeffrey.levine@mcmillan.ca

*Professional Corporation

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

McMillan LLP

Lawyers | Patent & Trademark Agents

Brookfield Place, 181 Bay Street, Suite 4400

Toronto, Ontario M5J 2T3

[my bio](#) | mcmillan.ca

CONFIDENTIALITY NOTICE: This email, including any attachments, may contain information that is confidential and privileged. Any unauthorized disclosure, copying or use of this email is prohibited. If you are not the intended recipient, please notify us by reply email or telephone call and permanently delete this email and any copies immediately.

Please consider the environment before printing this e-mail.



Gamma Windows & Walls International Inc.

Mizrahi Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

Invoice Date:	March 12, 2024
Invoice No.:	1808-55
Subcontract No.:	84450
Project:	The One - Toronto
Progress Billing No.:	55
H.S.T. No.:	848869384

ORIGINAL CONTRACT SUM	\$47,084,345.00
Approved Change Orders	<u>-\$5,980,280.93</u>
CONTRACT SUM TO DATE	<u>\$41,104,064.07</u>

	<u>To Date</u>	<u>Previous</u>	<u>This Claim</u>
GROSS INVOICE-BASE CONTRACT	\$46,620,759.51	\$46,567,530.80	\$53,228.71
GROSS INVOICE-CHANGES	<u>-\$6,172,037.16</u>	<u>-\$6,672,037.16</u>	<u>\$500,000.00</u>
SUBTOTAL-GROSS INVOICE	\$40,448,722.36	\$39,895,493.65	\$553,228.71
LESS: 10% HOLDBACK	<u>\$3,071,235.93</u>	<u>\$3,065,913.05</u>	<u>\$5,322.88</u>
RELEASE OF HOLDBACK	<u>\$2,371,637.69</u>	<u>\$2,371,637.69</u>	<u>\$0.00</u>
NET AMOUNT DUE	\$39,749,124.12	\$39,201,218.29	\$547,905.83
PLUS: 13% H.S.T.	<u>\$5,167,386.14</u>	<u>\$5,096,158.38</u>	<u>\$71,227.76</u>
TOTAL AMOUNT DUE THIS INVOICE	<u>\$44,916,510.25</u>	<u>\$44,297,376.66</u>	<u>\$619,133.59</u>

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT SUMMARY SHEET

Page 1 of 14

TO CONTRACTOR:

Mizrahi Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

PROJECT:

The One
2 Bloor Street West
Toronto, Ontario M4W3E2

APPLICATION NO: 55

INVOICE NO: 55

PERIOD: 03/01/24 - 03/12/24

PROJECT NO: 1709BB03

CONTRACT NO: SC-1709BB03-007

CONTRACT DATE:

CERTIFICATE DATE: 03/12/2024

SUBMITTED DATE:

SUBCONTRACTOR
PROPOSED AMOUNT:

\$740,192.69

TOTAL APPROVED AMOUNT:

\$547,905.83

FROM SUBCONTRACTOR:

Gamma Windows & Walls International Inc.
1700 Langstaff rd Suite 2001
Concord, Ontario L4K 3S3

SUBCONTRACT FOR: Exterior Building Envelope - Phase 1

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum	\$47,084,345.00
2. Net change by change orders	\$(6,000,280.93)
3. Contract Sum to date (Line 1 ± 2)	\$41,084,064.07
4. Total completed and stored to date (Column G on detail sheet)	\$40,448,722.37
5. Retainage:	
a. 1.73% of completed work	\$699,598.29
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$699,598.29
6. Total earned less retainage (Line 4 less Line 5 Total)	\$39,749,124.08
7. Less previous certificates for payment (Line 6 from prior certificate)	\$39,201,218.25
8. Current payment due:	\$547,905.83
9. Balance to finish, including retainage (Line 3 less Line 6)	\$1,334,939.99

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$10,813,878.09	\$(16,794,159.02)
Total approved this month:	\$0.00	\$(20,000.00)
Totals:	\$10,813,878.09	\$(16,814,159.02)
Net change by change orders:	\$(6,000,280.93)	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Gamma Windows & Walls International Inc.

By:



Digitally signed by Eddie Chan
DN: cn=Chan,
ou=Gamma Windows & Walls
International Inc., c=Canada
Date: 2024.03.12 11:44:05-0500

Date: 2024-03-12

State of: Province of Ontario

County of: York

Subscribed and sworn to before

me this 12th day of Mar 2024

Notary Public:

My commission expires:

EDDIE CHAN,
a Commissioner, etc., Province of Ontario,
for Gamma Windows and Walls International Inc.
Expires October 4, 2026.

M

MIZRAHI

DESIGN / BUILD

PM Approval

VP Approval




Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 55

APPLICATION DATE: 03/12/2024

PERIOD: 03/01/24 - 03/12/24

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	08-44 50.C Exterior Building Envelope System.Commitment	Visual Mock-Ups - Supply and Install at Manufacturer's Site	\$317,500.00	\$0.00	\$317,500.00	\$0.00	\$0.00	\$317,500.00	100.00%	\$0.00	\$0.00
2	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Production and Supply of Fabricated Material to Test Lab	\$997,437.00	\$0.00	\$997,437.00	\$0.00	\$0.00	\$997,437.00	100.00%	\$0.00	\$0.00
3	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Installation and Close-In, Glass Replacement Before Testing as Needed	\$100,650.00	\$0.00	\$100,650.00	\$0.00	\$0.00	\$100,650.00	100.00%	\$0.00	\$0.00
4	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Testing as per Specifications Including Laboratory Report	\$164,700.00	\$0.00	\$164,700.00	\$0.00	\$0.00	\$164,700.00	100.00%	\$0.00	\$0.00
5	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Disassembly and Disposal	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$0.00
6	08-44 50.C Exterior Building Envelope System.Commitment	Field Testing - Four (4) Field Tests as per provided Project Test and Evaluation Reports	\$68,500.00	\$0.00	\$34,250.00	\$0.00	\$0.00	\$34,250.00	50.00%	\$34,250.00	\$3,425.00
7	08-44 50.C Exterior Building Envelope System.Commitment	Design Assist, Shop Drawings and Submittals	\$363,654.00	\$0.00	\$363,654.00	\$0.00	\$0.00	\$363,654.00	100.00%	\$0.00	\$0.00
8	08-44 50.C Exterior Building Envelope System.Commitment	Design Assist Costs	\$243,000.00	\$0.00	\$243,000.00	\$0.00	\$0.00	\$243,000.00	100.00%	\$0.00	\$0.00
9	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - VMU, Unstamped	\$67,277.00	\$0.00	\$67,277.00	\$0.00	\$0.00	\$67,277.00	100.00%	\$0.00	\$0.00
10	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - PMU, Unstamped	\$93,472.00	\$0.00	\$93,472.00	\$0.00	\$0.00	\$93,472.00	100.00%	\$0.00	\$0.00

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E PROPOSED AMOUNT	F APPROVED WORK COMPLETED		G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D + E + F)	I % (G / C)	J BALANCE TO FINISH (C - G)	K RETAINAGE
					L FROM PREVIOUS APPLICATION (D + E)	M THIS PERIOD					
11	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - PMU, Unstamped	\$29,756.00	\$0.00	\$29,756.00	\$0.00	\$0.00	\$29,756.00	100.00%	\$0.00	\$0.00
12	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings and Calculations - PMU, Stamped - Issued for Construction	\$53,486.00	\$0.00	\$53,486.00	\$0.00	\$0.00	\$53,486.00	100.00%	\$0.00	\$0.00
13	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project, Unstamped	\$1,567,644.00	\$7,939.22	\$1,567,995.95	\$3,969.61	\$0.00	\$1,571,965.56	99.00%	\$15,678.44	\$20,500.01
14	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - Project, Unstamped	\$509,424.00	\$2,547.12	\$503,056.20	\$1,273.56	\$0.00	\$504,329.76	99.00%	\$5,094.24	\$6,791.56
15	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project, Stamped - Issued for Construction	\$384,024.00	\$1,920.12	\$379,223.70	\$960.06	\$0.00	\$380,183.76	99.00%	\$3,840.24	\$4,738.68
16	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - Project, Stamped - Issued for Construction	\$216,825.00	\$1,084.12	\$216,069.69	\$547.08	\$0.00	\$216,636.75	99.00%	\$2,168.25	\$2,795.61
17	08-44 50.C Exterior Building Envelope System.Commitment	Project Die Costs for Alum. & Gasket Profiles (Design Drawings, Tooling, Samples)	\$487,000.00	\$0.00	\$487,000.00	\$0.00	\$0.00	\$487,000.00	100.00%	\$0.00	\$0.00
18	08-44 50.C Exterior Building Envelope System.Commitment	Coil-Coated Durabrite Brushed Aluminum Material for VMU & PMU (Single Batch)	\$412,610.00	\$0.00	\$412,610.00	\$0.00	\$0.00	\$412,610.00	100.00%	\$0.00	\$0.00
19	08-44 50.C Exterior Building Envelope System.Commitment	Coil-Coated Durabrite Brushed Aluminum Material for Panel Cladding Systems (Single Batch)	\$9,155,063.00	\$0.00	\$9,155,063.00	\$0.00	\$0.00	\$9,155,063.00	100.00%	\$0.00	\$0.00
20	08-44 50.C Exterior Building Envelope System.Commitment	Bronze Substrate for VMU & PMU (Single Batch)	\$28,500.00	\$0.00	\$28,500.00	\$0.00	\$0.00	\$28,500.00	100.00%	\$0.00	\$0.00
21	08-44 50.C Exterior Building Envelope System.Commitment	Bronze Substrate for Project Glass (Single Batch)	\$1,425,000.00	\$0.00	\$1,425,000.00	\$0.00	\$0.00	\$1,425,000.00	100.00%	\$0.00	\$0.00
22	08-44 50.C	Mobilization On-Site	\$149,500.00	\$0.00	\$149,500.00	\$0.00	\$0.00	\$149,500.00	100.00%	\$0.00	\$0.00

A	B	C	D	E	F	G	H	I			
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Exterior Building Envelope System.Commitment										
23	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings (Per Addendum #5)	\$5,081,655.00	\$0.00	\$5,081,655.00	\$0.00	\$0.00	\$5,081,655.00	100.00%	\$0.00	\$101,693.10
24	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings (Per Addendum #5)	\$523,165.00	\$6,591.88	\$470,848.50	\$6,591.88	\$0.00	\$477,440.38	91.26%	\$45,724.62	\$41,144.05
25	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Main Entrances, North and South	\$143,836.00	\$0.00	\$143,835.20	\$0.00	\$0.00	\$143,835.20	100.00%	\$0.80	\$7,191.76
26	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Main Entrances, North and South	\$15,041.00	\$0.00	\$10,904.73	\$0.00	\$0.00	\$10,904.73	72.50%	\$4,136.27	\$1,080.48
27	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - West Core Bridge	\$282,920.00	\$0.00	\$282,920.00	\$0.00	\$0.00	\$282,920.00	100.00%	\$0.00	\$14,148.00
28	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - West Core Bridge	\$28,292.00	\$0.00	\$17,823.96	\$0.00	\$0.00	\$17,823.96	63.00%	\$10,468.04	\$1,782.40
29	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	\$2,497,927.00	\$0.00	\$2,497,927.00	\$0.00	\$0.00	\$2,497,927.00	100.00%	\$0.00	\$24,979.28
30	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	\$240,807.00	\$0.00	\$239,726.30	\$0.00	\$0.00	\$239,726.30	99.55%	\$1,080.70	\$21,872.64
31	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Yonge Street Storefronts	\$79,051.00	\$0.00	\$79,051.00	\$0.00	\$0.00	\$79,051.00	100.00%	\$0.00	\$7,905.11
32	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Yonge Street Storefronts	\$10,569.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,569.00	\$0.00

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
33	08-44 50.C Exterior Building Envelope System.Commitment	Steel Frame Toggle System - Yonge Street Retail	\$129,726.00	\$0.00	\$129,726.00	\$0.00	\$0.00	\$129,726.00	100.00%	\$0.00	\$0.00
34	08-44 50.C Exterior Building Envelope System.Commitment	Steel Frame Toggle System - Yonge Street Retail	\$9,724.00	\$0.00	\$9,724.00	\$0.00	\$0.00	\$9,724.00	100.00%	\$0.00	\$0.00
35	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	\$1,158,579.00	\$0.00	\$1,158,579.00	\$0.00	\$0.00	\$1,158,579.00	100.00%	\$0.00	\$12,744.36
36	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	\$468,367.00	\$7,276.33	\$443,048.65	\$0.00	\$0.00	\$443,048.65	95.00%	\$23,318.35	\$44,304.66
37	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	\$98,846.00	\$0.00	\$98,846.00	\$0.00	\$0.00	\$98,846.00	100.00%	\$0.00	\$0.00
38	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	\$258,500.00	\$0.00	\$258,500.00	\$0.00	\$0.00	\$258,500.00	100.00%	\$0.00	\$0.00
39	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	\$114,063.00	\$0.00	\$114,063.00	\$0.00	\$0.00	\$114,063.00	100.00%	\$0.00	\$0.00
40	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	\$532,070.00	\$0.00	\$532,070.00	\$0.00	\$0.00	\$532,070.00	100.00%	\$0.00	\$0.00
41	08-44 50.C Exterior Building Envelope System.Commitment	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	\$4,004,642.00	\$0.00	\$4,004,642.00	\$0.00	\$0.00	\$4,004,642.00	100.00%	\$0.00	\$64,074.27
42	08-44 50.C Exterior Building Envelope System.Commitment	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	\$1,487,400.00	\$14,874.00	\$1,379,358.00	\$14,874.00	\$0.00	\$1,394,030.00	95.00%	\$73,370.00	\$139,403.00
43	08-44 50.C Exterior Building Envelope System.Commitment	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns	\$840,418.00	\$42,020.90	\$798,397.10	\$25,212.54	\$0.00	\$823,609.64	98.00%	\$16,808.36	\$79,215.30

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
44	08-44 50.C Exterior Building Envelope System.Commitment	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profile; Mega Column Returns	\$156,750.00	\$0.00	\$156,750.00	\$0.00	\$0.00	\$156,750.00	100.00%	\$0.00	\$0.00
45	08-44 50.C Exterior Building Envelope System.Commitment	Windows - Heritage Facade	\$16,834.00	\$0.00	\$16,834.00	\$0.00	\$0.00	\$16,834.00	100.00%	\$0.00	\$0.00
46	08-44 50.C Exterior Building Envelope System.Commitment	Windows - Heritage Facade	\$2,652.00	\$0.00	\$2,652.00	\$0.00	\$0.00	\$2,652.00	100.00%	\$0.00	\$285.20
47	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Podium, High-Span	\$2,575,046.00	\$0.00	\$2,575,046.00	\$0.00	\$0.00	\$2,575,046.00	100.00%	\$0.00	\$20,600.36
48	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Podium, High-Span	\$242,264.00	\$0.00	\$226,516.84	\$0.00	\$0.00	\$226,516.84	93.50%	\$15,747.16	\$22,051.66
49	08-44 50.C Exterior Building Envelope System.Commitment	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	\$40,824.00	\$0.00	\$40,824.00	\$0.00	\$0.00	\$40,824.00	100.00%	\$0.00	\$0.00
50	08-44 50.C Exterior Building Envelope System.Commitment	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	\$207,900.00	\$0.00	\$207,900.00	\$0.00	\$0.00	\$207,900.00	100.00%	\$0.00	\$0.00
51	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - South Podium Drop-Off	\$40,996.00	\$0.00	\$40,996.00	\$0.00	\$0.00	\$40,996.00	100.00%	\$0.00	\$0.00
52	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - South Podium Drop-Off	\$291,060.00	\$0.00	\$291,060.00	\$0.00	\$0.00	\$291,060.00	100.00%	\$0.00	\$0.00
53	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - L18 Mechanical Level	\$144,100.00	\$0.00	\$144,100.00	\$0.00	\$0.00	\$144,100.00	100.00%	\$0.00	\$0.00
54	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - L18 Mechanical Level	\$223,676.00	\$0.00	\$223,676.00	\$0.00	\$0.00	\$223,676.00	100.00%	\$0.00	\$0.00

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
55	06-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - P1 to L6; Hangers; Metal Columns SUPPLY	\$469,296.00	\$0.00	\$469,296.00	\$0.00	\$0.00	\$469,296.00	100.00%	\$0.00	\$0.00
56	06-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - P1 to L6; Hangers; Metal Columns INSTALL	\$1,839,200.00	\$0.00	\$1,839,200.00	\$0.00	\$0.00	\$1,839,200.00	100.00%	\$0.00	\$0.00
57	06-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Diagonal Steel SUPPLY	\$180,000.00	\$0.00	\$180,000.00	\$0.00	\$0.00	\$180,000.00	100.00%	\$0.00	\$0.00
58	06-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Diagonal Steel INSTALL	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
59	06-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Corner Columns SUPPLY	\$38,571.00	\$0.00	\$38,571.00	\$0.00	\$0.00	\$38,571.00	100.00%	\$0.00	\$0.00
60	06-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Corner Columns SUPPLY	\$4,288.00	\$0.00	\$4,288.00	\$0.00	\$0.00	\$4,288.00	100.00%	\$0.00	\$0.00
61	06-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Mega Columns INSTALL	\$270,000.00	\$0.00	\$270,000.00	\$0.00	\$0.00	\$270,000.00	100.00%	\$0.00	\$0.00
62	06-44 50.C Exterior Building Envelope System Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16; Mega Columns INSTALL	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00
63	06-44 50.C Exterior Building Envelope System Commitment	IWS-902 Interior Panel Cladding Systems - West Core Lobby SUPPLY	\$673,676.00	\$0.00	\$673,676.00	\$0.00	\$0.00	\$673,676.00	100.00%	\$0.00	\$33,683.80
64	06-44 50.C Exterior Building Envelope System Commitment	IWS-902 Interior Panel Cladding Systems - West Core Lobby INSTALL	\$242,000.00	\$3,630.00	\$232,320.00	\$0.00	\$0.00	\$232,320.00	96.00%	\$9,680.00	\$23,232.00
65	06-44 50.C Exterior Building Envelope System Commitment	Interior Glass Screen Walls, Podium SUPPLY	\$93,771.00	\$0.00	\$93,771.00	\$0.00	\$0.00	\$93,771.00	100.00%	\$0.00	\$837.71

A	B	C	D	E	F	G	H	I			
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
66	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Screen Walls, Podium INSTALL	\$86,325.00	\$0.00	\$86,325.00	\$0.00	\$0.00	\$86,325.00	100.00%	\$0.00	\$0.00
67	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) SUPPLY	\$48,082.00	\$0.00	\$42,739.55	\$0.00	\$0.00	\$42,739.55	88.89%	\$5,342.45	\$0.00
68	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) INSTALL	\$12,020.00	\$0.00	\$10,884.44	\$0.00	\$0.00	\$10,884.44	88.89%	\$1,335.56	\$0.00
69	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs SUPPLY	\$34,726.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,726.00	\$0.00
70	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs INSTALL	\$8,881.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,881.00	\$0.00
71	08-44 50.C Exterior Building Envelope System.Commitment	Revolving Doors - Main Entrances, Supplied and Installed	\$260,625.00	\$0.00	\$260,625.00	\$0.00	\$0.00	\$260,625.00	100.00%	\$0.00	\$0.00
72	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor SUPPLY	\$230,057.00	\$0.00	\$230,057.00	\$0.00	\$0.00	\$230,057.00	100.00%	\$0.00	\$1,540.57
73	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor INSTALL	\$46,495.00	\$0.00	\$46,495.00	\$0.00	\$0.00	\$46,495.00	100.00%	\$0.00	\$0.00
74	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - South Podium, L6 SUPPLY	\$143,863.00	\$0.00	\$143,863.00	\$0.00	\$0.00	\$143,863.00	100.00%	\$0.00	\$638.63
75	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - South Podium, L6 INSTALL	\$29,075.00	\$0.00	\$29,075.00	\$0.00	\$0.00	\$29,075.00	100.00%	\$0.00	\$0.00
76	08-44 50.C Exterior Building Envelope System.Commitment	Retail - Supply and Install Exterior Cladding at North Retail Tenant Area	\$865,760.00	\$0.00	\$865,760.00	\$0.00	\$0.00	\$865,760.00	100.00%	\$0.00	\$0.00

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E PROPOSED AMOUNT	F APPROVED WORK COMPLETED		G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D + E + F)	I % (G / C)	J BALANCE TO FINISH (C - G)	K RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
77	08-44 50.C Exterior Building Envelope System.Commitment	CE#069 Allowance: Architectural DSI-001 - Below Grade Arch Changes dates 2018.11.30	\$78,404.00	\$0.00	\$78,404.00	\$0.00	\$0.00	\$78,404.00	100.00%	\$0.00	\$0.00
78	08-44 50.C Exterior Building Envelope System.Commitment	CE #072 - Allowance: Arch DCCN-003 - Yonge Street Facade	\$212,364.00	\$0.00	\$212,364.00	\$0.00	\$0.00	\$212,364.00	100.00%	\$0.00	\$0.00
79	08-44 50.C Exterior Building Envelope System.Commitment	CE #074 - Allowance: Arch DCCN-004 - Garage Entrance Canopy	\$890,286.00	\$0.00	\$890,286.00	\$0.00	\$0.00	\$890,286.00	100.00%	\$0.00	\$0.00
80	08-44 50.C Exterior Building Envelope System.Commitment	CE #077 - Allowance: Temporary Sixth Floor Overhead Protection	\$637,000.00	\$0.00	\$637,000.00	\$0.00	\$0.00	\$637,000.00	100.00%	\$0.00	\$0.00
81	08-44 50.C Exterior Building Envelope System.Commitment	CE #085 - Allowance: Gamma Scope Glass Door Hardware Supply - Phase 1	\$484,300.00	\$0.00	\$484,300.00	\$0.00	\$0.00	\$484,300.00	100.00%	\$0.00	\$0.00
82	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project Phase 1, As-Built, Stamped	\$114,679.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$114,679.00	\$0.00
83	08-44 50.C Exterior Building Envelope System.Commitment	Phase 1 De-Mobilization (Including Close-Out Documents)	\$40,000.00	\$0.00	\$13,333.00	\$0.00	\$0.00	\$13,333.00	33.33%	\$26,667.00	\$0.00
84	08-44 50.C Exterior Building Envelope System.Commitment	Allowance: Owner, Construction Manager, Architects and Consultants Travel Expenses Related to Out of Town Design Meetings, Production Viewing, VMU and Project Production	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	100.00%	\$0.00	\$0.00
TOTALS:			\$47,084,345.00	\$87,892.69	\$48,567,530.81	\$83,228.71	\$0.00	\$48,620,759.52	99.82%	\$483,585.48	\$783,286.52

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PROPOSED AMOUNT	E APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
85.1	08-44 50.C	\$71,720.00	\$0.00	\$71,720.00	\$0.00	\$0.00	\$71,720.00	100.00%	\$0.00	\$0.00

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	South Podium glazing system and location of mechanical louvers.									
86.1	08-44 50.C CE 152 (DCCN 13) & CE 218 (Durebrite Credit)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$1,888.89
87.1	08-44 50.C CE 191 (CCN 21) & CE 253 (DCCN 26)	\$(5,455.00)	\$0.00	\$22,002.50	\$0.00	\$0.00	\$22,002.50	-403.35%	\$(27,457.50)	\$(784.50)
88.1	08-44 50.C EBES	\$7,013.00	\$0.00	\$7,013.00	\$0.00	\$0.00	\$7,013.00	100.00%	\$0.00	\$0.00
89.1	08-44 50.C Insulation Option 1	\$19,398.00	\$0.00	\$19,398.00	\$0.00	\$0.00	\$19,398.00	100.00%	\$0.00	\$0.00
90.1	08-44 50.C Credit	\$(19,500.00)	\$0.00	\$(19,500.00)	\$0.00	\$0.00	\$(19,500.00)	100.00%	\$0.00	\$0.00
91.1	08-44 50.C DCCN No.07 - Lobby Entrance (ROM from email)	\$228,007.00	\$0.00	\$228,007.00	\$0.00	\$0.00	\$228,007.00	100.00%	\$0.00	\$0.00
92.1	08-44 50.C Envelope	\$(3,721.00)	\$0.00	\$(3,721.00)	\$0.00	\$0.00	\$(3,721.00)	100.00%	\$0.00	\$0.00
93.1	08-44 50.C Revised Datum Line to Suit Parapet Elevations at 786 Yonge Street	\$(4,287.00)	\$0.00	\$(4,287.00)	\$0.00	\$0.00	\$(4,287.00)	100.00%	\$0.00	\$0.00
94.1	08-44 50.C	\$1,628.00	\$0.00	\$1,628.00	\$0.00	\$0.00	\$1,628.00	100.00%	\$0.00	\$0.00
95.1	08-44 50.C	\$1,622.00	\$0.00	\$1,622.00	\$0.00	\$0.00	\$1,622.00	100.00%	\$0.00	\$0.00
96.1	08-44 50.C Envelope	\$11,638.00	\$0.00	\$11,638.00	\$0.00	\$0.00	\$11,638.00	100.00%	\$0.00	\$0.00
97.1	08-44 50.C Bird Print	\$4,658.00	\$0.00	\$4,658.00	\$0.00	\$0.00	\$4,658.00	100.00%	\$0.00	\$0.00
98.1	08-44 50.C Credit	\$(37,000.00)	\$0.00	\$(37,000.00)	\$0.00	\$0.00	\$(37,000.00)	100.00%	\$0.00	\$0.00
99.1	08-44 50.C Credit	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	\$0.00

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
100.1	08-44 50.C Credit	\$ (20,875.00)	\$0.00	\$ (20,875.00)	\$0.00	\$0.00	\$ (20,875.00)	100.00%	\$0.00	\$0.00
101.1	08-44 50.C Sootpyments	\$ (132.61)	\$0.00	\$ (132.61)	\$0.00	\$0.00	\$ (132.61)	100.00%	\$0.00	\$0.00
102.1	08-44 50.C Hotel Mechanical Vents at L05 & L06	\$89,563.00	\$0.00	\$89,563.00	\$0.00	\$0.00	\$89,563.00	100.00%	\$0.00	\$0.00
103.1	08-44 50.C Envelope	\$ (533,643.00)	\$0.00	\$ (533,643.00)	\$0.00	\$0.00	\$ (533,643.00)	100.00%	\$0.00	\$ (25,694.56)
104.1	08-44 50.C Seal around the door	\$13,751.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,751.00	\$0.00
105.1	08-44 50.C Yorge Facade	\$54,833.00	\$0.00	\$10,966.60	\$0.00	\$0.00	\$10,966.60	20.00%	\$43,866.40	\$1,096.66
105.1	08-44 50.C Changes and additions of mechanical openings	\$21,164.00	\$0.00	\$21,164.00	\$0.00	\$0.00	\$21,164.00	100.00%	\$0.00	\$0.00
107.1	08-44 50.C Updated Storefront Details	\$24,503.00	\$0.00	\$24,503.00	\$0.00	\$0.00	\$24,503.00	100.00%	\$0.00	\$0.00
108.1	08-44 50.C	\$687.00	\$0.00	\$687.00	\$0.00	\$0.00	\$687.00	100.00%	\$0.00	\$0.00
109.1	08-44 50.C	\$8,445.00	\$0.00	\$8,445.00	\$0.00	\$0.00	\$8,445.00	100.00%	\$0.00	\$0.00
110.1	08-44 50.C PMU 4 - Consultant's fee	\$ (44,000.00)	\$0.00	\$ (44,000.00)	\$0.00	\$0.00	\$ (44,000.00)	100.00%	\$0.00	\$0.00
111.1	08-44 50.C Curtain wall FS and SS	\$5,682.00	\$0.00	\$5,682.00	\$0.00	\$0.00	\$5,682.00	100.00%	\$0.00	\$0.00
112.1	08-44 50.C spandrel panel at entrance canopies	\$4,004.00	\$0.00	\$4,004.00	\$0.00	\$0.00	\$4,004.00	100.00%	\$0.00	\$0.00
113.1	08-44 50.C Recovery of PML 4 Costs to Date	\$ (42,020.28)	\$0.00	\$ (42,020.28)	\$0.00	\$0.00	\$ (42,020.28)	100.00%	\$0.00	\$0.00
114.1	08-44 50.C Overtime premium for south podium tube installation Feb 12, 2022 & Feb 13, 2022	\$14,030.00	\$0.00	\$14,030.00	\$0.00	\$0.00	\$14,030.00	100.00%	\$0.00	\$0.00

A	B	C	D	E	F	G	H	I		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
115.1	08-44 50.C Credit: Feb PMU 4 - Team Costs	\$(8,408.55)	\$0.00	\$(8,408.55)	\$0.00	\$0.00	\$(8,408.55)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - PMU Reimbursable Costs										
116.1	08-44 50.C Project team costs for PMU redo	\$(33,593.47)	\$0.00	\$(33,593.47)	\$0.00	\$0.00	\$(33,593.47)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - PMU Reimbursable Costs										
117.1	08-44 50.C PMU 4 Team Cost in April 2022	\$(39,265.08)	\$0.00	\$(39,265.08)	\$0.00	\$0.00	\$(39,265.08)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - Revisions to Fire Rated Below Grade Glass Doors										
118.1	08-44 50.C Revisions to 4 pcs of glass	\$4,018.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,018.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - PMU Reimbursable Costs										
119.1	08-44 50.C Back charge for PMU costs	\$(22,643.37)	\$0.00	\$(22,643.37)	\$0.00	\$0.00	\$(22,643.37)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - Revisions to Fire Rated Below Grade Glass Doors										
120.1	08-44 50.C Reduction of Hardware Allowance to Cover	\$(51,778.23)	\$0.00	\$(51,778.23)	\$0.00	\$0.00	\$(51,778.23)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - Interior Finishes at Diagrid Panels										
121.1	08-44 50.C Envelope	\$37,613.00	\$0.00	\$37,613.00	\$0.00	\$0.00	\$37,613.00	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - Replacement of Damaged Tubes Due to August 31, 2021 Incident										
122.1	08-44 50.C Replacement of Damagod Tubes	\$24,574.00	\$0.00	\$24,574.00	\$0.00	\$0.00	\$24,574.00	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - Supply and Installation of Revolving Door Grills										
123.1	08-44 50.C Addition of revolving door grills	\$97,628.00	\$0.00	\$97,628.00	\$0.00	\$0.00	\$97,628.00	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - Reduction in Hardware Allowance for Revolving Door Grills										
124.1	08-44 50.C Offsetting Reduction in Hardware Allowance	\$(97,628.00)	\$0.00	\$(97,628.00)	\$0.00	\$0.00	\$(97,628.00)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - Interior Finishes at Diagrid Panels - Credit										
125.1	08-44 50.C	\$(16,617.00)	\$0.00	\$(16,617.00)	\$0.00	\$0.00	\$(16,617.00)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - Addressing masonry brick walls at Yonge Facade based on revised brick size										
126.1	08-44 50.C Revised window opening YSF due to brick change	\$2,990.00	\$0.00	\$2,990.00	\$0.00	\$0.00	\$2,990.00	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - Addressing masonry brick walls at Yonge Facade based on revised brick size. Reduction of allowance in contract.										
127.1	08-44 50.C Reduction in YSF cash allowance	\$(2,990.00)	\$0.00	\$(2,990.00)	\$0.00	\$0.00	\$(2,990.00)	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - Supply and Installation of Finished Panels Back of Curtain Wall at Diagrids - Phase 1 - 3 to 15 Only										
128.1	08-44 50.C Panels for Back of Diagrid Frames 3 to 16	\$203,133.00	\$0.00	\$198,054.68	\$0.00	\$0.00	\$198,054.68	97.50%	\$5,078.32	\$19,605.48
08-44 50.C - 2021 - 2022 - 2023 - Reverse COCA013 - Administrative - Correction Adjustment										
129.1	08-44 50.C	\$2,990.00	\$0.00	\$2,990.00	\$0.00	\$0.00	\$2,990.00	100.00%	\$0.00	\$0.00
08-44 50.C - 2021 - 2022 - 2023 - Change due to Tower Crane Cancellation										
130.1	08-44 50.C	\$4,943.09	\$0.00	\$4,943.09	\$0.00	\$0.00	\$4,943.09	100.00%	\$0.00	\$0.00

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Lost Time									
131.1	08-44 50.C Repair of Panels on Curtain Wall Frame FD41-05001	\$3,694.00	\$0.00	\$3,694.00	\$0.00	\$0.00	\$3,694.00	100.00%	\$0.00	\$0.00
132.1	08-44 50.C Additional joints, framing, and supports	\$17,970.00	\$0.00	\$17,970.00	\$0.00	\$0.00	\$17,970.00	100.00%	\$0.00	\$0.00
133.1	08-44 50.C RJC Reimbursable Costs PMU 4.1.1	\$(7,200.00)	\$0.00	\$(7,200.00)	\$0.00	\$0.00	\$(7,200.00)	100.00%	\$0.00	\$0.00
134.1	08-44 50.C Mounts for devices on V wall cladding	\$5,736.00	\$0.00	\$5,736.00	\$0.00	\$0.00	\$5,736.00	100.00%	\$0.00	\$0.00
135.1	08-44 50.C Credit for L6 Overhead Protection	\$(637,000.00)	\$0.00	\$(637,000.00)	\$0.00	\$0.00	\$(637,000.00)	100.00%	\$0.00	\$0.00
136.1	08-44 50.C Annex "A" Milestone Payment Schedule	\$8,000,000.00	\$652,500.00	\$7,347,500.00	\$500,000.00	\$0.00	\$7,847,500.00	98.08%	\$152,500.00	\$0.00
136.2	08-44 50.C Settlement of Additional Reimbursements	\$1,800,000.00	\$0.00	\$1,800,000.00	\$0.00	\$0.00	\$1,800,000.00	100.00%	\$0.00	\$0.00
137.1	08-44 50.C Desclope Amounts from Annex A of Settlement Agreement	\$(15,166,351.23)	\$0.00	\$(15,166,351.23)	\$0.00	\$0.00	\$(15,166,351.23)	100.00%	\$0.00	\$0.00
138.1	08-44 50.C Missed Embeds L17 Slab	\$10,697.00	\$0.00	\$10,697.00	\$0.00	\$0.00	\$10,697.00	100.00%	\$0.00	\$0.00
139.1	08-44 50.C Missed Embeds U/S of L19	\$6,646.00	\$0.00	\$6,646.00	\$0.00	\$0.00	\$6,646.00	100.00%	\$0.00	\$0.00
140.1	08-44 50.C Credit for Supply/Installation of L16 Steel Trime	\$(20,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$(20,000.00)	\$0.00
TOTALS:		\$(6,000,280.93)	\$662,696.00	\$(6,672,937.16)	\$560,000.00	\$0.00	\$(6,172,937.16)	102.86%	\$171,766.22	\$(3,686.23)

Grand Totals

Grand Totals										
A	B	C		D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$41,084,064.07	\$740,192.69	\$39,895,493.66	\$553,228.71	\$0.00	\$40,448,722.37	98.45%	\$635,341.70	\$699,598.29

Reasons for Difference

ITEM NO.	DESCRIPTION	REASON
13	Shop Drawings - Project, Unstamped	
14	Thermal and Structural Calculations - Project, Unstamped	
15	Shop Drawings - Project, Stamped - Issued for Construction	
16	Thermal and Structural Calculations - Project, Stamped - Issued for Construction	
36	Exterior Panel Cladding Systems - L3 to L18: Mega Columns; Horizontal and Angled Diagrids	
43	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns	
64	IWS-802 Interior Panel Cladding Systems - West Core Lobby INSTALL	
135.1	Annex "A" Milestone Payment Schedule	



Gamma Windows & Walls International Inc.

Mizrahi Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

Invoice Date:	March 12, 2024
Invoice No.:	1808-56
Subcontract No.:	84450
Project:	The One - Toronto
Progress Billing No.:	56
H.S.T. No.:	848869384

ORIGINAL CONTRACT SUM	\$47,084,345.00
Approved Change Orders	<u>-\$5,980,280.93</u>
CONTRACT SUM TO DATE	<u>\$41,104,064.07</u>

	<u>To Date</u>	<u>Previous</u>	<u>This Claim</u>
GROSS INVOICE-BASE CONTRACT	\$46,620,759.51	\$46,620,759.51	\$0.00
GROSS INVOICE-CHANGES	<u>-\$6,172,037.16</u>	<u>-\$6,172,037.16</u>	<u>\$0.00</u>
SUBTOTAL-GROSS INVOICE	\$40,448,722.36	\$40,448,722.36	\$0.00
LESS: 10% HOLDBACK	<u>\$3,071,235.93</u>	<u>\$3,071,235.93</u>	<u>\$0.00</u>
RELEASE OF HOLDBACK	<u>\$2,445,063.06</u>	<u>\$2,371,637.69</u>	<u>\$73,425.37</u>
NET AMOUNT DUE	\$39,822,549.49	\$39,749,124.12	\$73,425.37
PLUS: 13% H.S.T.	<u>\$5,176,931.43</u>	<u>\$5,167,386.14</u>	<u>\$9,545.30</u>
TOTAL AMOUNT DUE THIS INVOICE	<u>\$44,999,480.92</u>	<u>\$44,916,510.25</u>	<u>\$82,970.67</u>

TO CONTRACTOR:

Mizrahi Inc.
125 Hazelton Avenue
Toronto, Ontario M5R 2E4

PROJECT:

The One
2 Bloor Street West
Toronto, Ontario M4W3E2

APPLICATION NO: 56

INVOICE NO: 56 - Holdback Release

PERIOD: 03/01/24 - 03/12/24

PROJECT NO: 1709BB03

CONTRACT NO: SC-1709BB03-007

CONTRACT DATE:

CERTIFICATE DATE: 03/18/2024

SUBMITTED DATE:

FROM SUBCONTRACTOR:

Gamma Windows & Walls International Inc.
1700 Langstaff rd Suite 2001
Concord, Ontario L4K 3S3

SUBCONTRACT FOR: Exterior Building Envelope - Phase 1

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$47,084,345.00
2.	Net change by change orders	\$(6,000,280.93)
3.	Contract Sum to date (Line 1 ± 2)	\$41,084,064.07
4.	Total completed and stored to date (Column G on detail sheet)	\$40,448,722.37
5.	Retainage:	
	a. 1.55% of completed work	\$626,172.92
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$626,172.92
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$39,822,549.45
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$39,749,124.08
8.	Current payment due:	\$73,425.37
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$1,261,514.62

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$10,813,878.09	\$(16,814,159.02)
Total approved this month:	\$0.00	\$0.00
Totals:	\$10,813,878.09	\$(16,814,159.02)
Net change by change orders:	\$(6,000,280.93)	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Gamma Windows & Walls International Inc.

By: 

Digitally signed by Jimmy Zhao
DN: cn=CA,
e=Jimmy.Zhao@gammawalls.com,
o=Gamma Windows & Walls
International Inc., cn=Jimmy Zhao
Date: 2024.03.20 08:29:54 -04'00'

Date: 2024-03-12

State of: Province of Ontario

County of: York

Subscribed and sworn to before

me this 12 day of MARCH 2024

Notary Public:

My commission expires:

PO LUNG KENNY LUI,
a Commissioner, etc., Province of Ontario,
for Gamma Windows and Walls International Inc.
Expires October 4, 2026.



MIZRAHI

DESIGN / BUILD

PM Approval

VP Approval


Kathleen Yampolsky
V.P. Administration

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 56

335

APPLICATION DATE: 03/12/2024

PERIOD: 03/01/24 - 03/12/24

Contract Lines

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	08-44 50.C Exterior Building Envelope System.Commitment	Visual Mock-Ups - Supply and Install at Manufacturer's Site	\$317,500.00	\$0.00	\$317,500.00	\$0.00	\$0.00	\$317,500.00	100.00%	\$0.00	\$0.00
2	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Production and Supply of Fabricated Material to Test Lab	\$997,437.00	\$0.00	\$997,437.00	\$0.00	\$0.00	\$997,437.00	100.00%	\$0.00	\$0.00
3	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Installation and Close-In, Glass Replacement Before Testing as Needed	\$100,650.00	\$0.00	\$100,650.00	\$0.00	\$0.00	\$100,650.00	100.00%	\$0.00	\$0.00
4	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Testing as per Specifications Including Laboratory Report	\$164,700.00	\$0.00	\$164,700.00	\$0.00	\$0.00	\$164,700.00	100.00%	\$0.00	\$0.00
5	08-44 50.C Exterior Building Envelope System.Commitment	Performance Mock-Up - Disassembly and Disposal	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$0.00
6	08-44 50.C Exterior Building Envelope System.Commitment	Field Testing - Four (4) Field Tests as per provided Project Test and Evaluation Reports	\$68,500.00	\$0.00	\$34,250.00	\$0.00	\$0.00	\$34,250.00	50.00%	\$34,250.00	\$3,425.00
7	08-44 50.C Exterior Building Envelope System.Commitment	Design Assist, Shop Drawings and Submittals	\$353,654.00	\$0.00	\$353,654.00	\$0.00	\$0.00	\$353,654.00	100.00%	\$0.00	\$0.00
8	08-44 50.C Exterior Building Envelope System.Commitment	Design Assist Costs	\$243,000.00	\$0.00	\$243,000.00	\$0.00	\$0.00	\$243,000.00	100.00%	\$0.00	\$0.00
9	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - VMU, Unstamped	\$67,277.00	\$0.00	\$67,277.00	\$0.00	\$0.00	\$67,277.00	100.00%	\$0.00	\$0.00
10	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - PMU, Unstamped	\$93,472.00	\$0.00	\$93,472.00	\$0.00	\$0.00	\$93,472.00	100.00%	\$0.00	\$0.00

336											
A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
11	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - PMU, Unstamped	\$29,756.00	\$0.00	\$29,756.00	\$0.00	\$0.00	\$29,756.00	100.00%	\$0.00	\$0.00
12	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings and Calculations - PMU, Stamped - Issued for Construction	\$53,488.00	\$0.00	\$53,488.00	\$0.00	\$0.00	\$53,488.00	100.00%	\$0.00	\$0.00
13	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project, Unstamped	\$1,587,844.00	\$0.00	\$1,571,965.56	\$0.00	\$0.00	\$1,571,965.56	99.00%	\$15,878.44	\$20,500.01
14	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - Project, Unstamped	\$509,424.00	\$0.00	\$504,329.76	\$0.00	\$0.00	\$504,329.76	99.00%	\$5,094.24	\$6,791.56
15	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project, Stamped - Issued for Construction	\$384,024.00	\$0.00	\$380,183.76	\$0.00	\$0.00	\$380,183.76	99.00%	\$3,840.24	\$4,736.58
16	08-44 50.C Exterior Building Envelope System.Commitment	Thermal and Structural Calculations - Project, Stamped - Issued for Construction	\$218,825.00	\$0.00	\$216,636.75	\$0.00	\$0.00	\$216,636.75	99.00%	\$2,188.25	\$2,796.81
17	08-44 50.C Exterior Building Envelope System.Commitment	Project Die Costs for Alum. & Gasket Profiles (Design Drawings, Tooling, Samples)	\$487,000.00	\$0.00	\$487,000.00	\$0.00	\$0.00	\$487,000.00	100.00%	\$0.00	\$0.00
18	08-44 50.C Exterior Building Envelope System.Commitment	Coil-Coated Durabrite Brushed Aluminum Material for VMU & PMU (Single Batch)	\$412,610.00	\$0.00	\$412,610.00	\$0.00	\$0.00	\$412,610.00	100.00%	\$0.00	\$0.00
19	08-44 50.C Exterior Building Envelope System.Commitment	Coil-Coated Durabrite Brushed Aluminum Material for Panel Cladding Systems (Single Batch)	\$9,155,063.00	\$0.00	\$9,155,063.00	\$0.00	\$0.00	\$9,155,063.00	100.00%	\$0.00	\$0.00
20	08-44 50.C Exterior Building Envelope System.Commitment	Bronze Substrate for VMU & PMU (Single Batch)	\$28,500.00	\$0.00	\$28,500.00	\$0.00	\$0.00	\$28,500.00	100.00%	\$0.00	\$0.00
21	08-44 50.C Exterior Building Envelope System.Commitment	Bronze Substrate for Project Glass (Single Batch)	\$1,425,000.00	\$0.00	\$1,425,000.00	\$0.00	\$0.00	\$1,425,000.00	100.00%	\$0.00	\$0.00
22	08-44 50.C	Mobilization On-Site	\$149,500.00	\$0.00	\$149,500.00	\$0.00	\$0.00	\$149,500.00	100.00%	\$0.00	\$0.00

337

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Exterior Building Envelope System.Commitment										
23	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings (Per Addendum #5)	\$5,081,655.00	\$0.00	\$5,081,655.00	\$0.00	\$0.00	\$5,081,655.00	100.00%	\$0.00	\$101,633.10
24	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Tower, L7 to L16 with 113 Integrated Vents, 250 BMU Tie-Back Buttons, 301 Mechanical Vent Openings (Per Addendum #5)	\$523,165.00	\$0.00	\$477,440.38	\$0.00	\$0.00	\$477,440.38	91.26%	\$45,724.62	\$41,144.05
25	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Main Entrances, North and South	\$143,836.00	\$0.00	\$143,835.20	\$0.00	\$0.00	\$143,835.20	100.00%	\$0.80	\$7,191.76
26	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Main Entrances, North and South	\$15,041.00	\$0.00	\$10,904.73	\$0.00	\$0.00	\$10,904.73	72.50%	\$4,136.27	\$1,090.48
27	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - West Core Bridge	\$282,920.00	\$0.00	\$282,920.00	\$0.00	\$0.00	\$282,920.00	100.00%	\$0.00	\$14,146.00
28	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - West Core Bridge	\$28,292.00	\$0.00	\$17,823.96	\$0.00	\$0.00	\$17,823.96	63.00%	\$10,468.04	\$1,782.40
29	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	\$2,497,927.00	\$0.00	\$2,497,927.00	\$0.00	\$0.00	\$2,497,927.00	100.00%	\$0.00	\$24,979.28
30	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - South Podium with Tubular Profiles, Opaque Glass, Louvres where needed	\$240,807.00	\$0.00	\$239,726.30	\$0.00	\$0.00	\$239,726.30	99.55%	\$1,080.70	\$21,672.64
31	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Yonge Street Storefronts	\$79,051.00	\$0.00	\$79,051.00	\$0.00	\$0.00	\$79,051.00	100.00%	\$0.00	\$7,905.11
32	08-44 50.C Exterior Building Envelope System.Commitment	Structural Silicone Glazing System - Yonge Street Storefronts	\$10,569.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,569.00	\$0.00

338

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
33	08-44 50.C Exterior Building Envelope System.Commitment	Steel Frame Toggle System - Yonge Street Retail	\$129,726.00	\$0.00	\$129,726.00	\$0.00	\$0.00	\$129,726.00	100.00%	\$0.00	\$0.00
34	08-44 50.C Exterior Building Envelope System.Commitment	Steel Frame Toggle System - Yonge Street Retail	\$9,724.00	\$0.00	\$9,724.00	\$0.00	\$0.00	\$9,724.00	100.00%	\$0.00	\$0.00
35	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	\$1,158,579.00	\$0.00	\$1,158,579.00	\$0.00	\$0.00	\$1,158,579.00	100.00%	\$0.00	\$12,744.36
36	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids	\$466,367.00	\$0.00	\$443,048.65	\$0.00	\$0.00	\$443,048.65	95.00%	\$23,318.35	\$44,304.86
37	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	\$96,846.00	\$0.00	\$96,846.00	\$0.00	\$0.00	\$96,846.00	100.00%	\$0.00	\$0.00
38	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Between Gridlines 6&7; South Podium: Drop-Off Area	\$258,500.00	\$0.00	\$258,500.00	\$0.00	\$0.00	\$258,500.00	100.00%	\$0.00	\$0.00
39	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	\$114,063.00	\$0.00	\$114,063.00	\$0.00	\$0.00	\$114,063.00	100.00%	\$0.00	\$0.00
40	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Panel Cladding Systems - Podium: Path Connector Stairs, North and South; L6: Vestibule Walls	\$532,070.00	\$0.00	\$532,070.00	\$0.00	\$0.00	\$532,070.00	100.00%	\$0.00	\$0.00
41	08-44 50.C Exterior Building Envelope System.Commitment	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	\$4,004,642.00	\$0.00	\$4,004,642.00	\$0.00	\$0.00	\$4,004,642.00	100.00%	\$0.00	\$0.00
42	08-44 50.C Exterior Building Envelope System.Commitment	V-Shaped Breakform Panel System - West Core: Vertical, Serrated and Perforated	\$1,467,400.00	\$0.00	\$1,394,030.00	\$0.00	\$0.00	\$1,394,030.00	95.00%	\$73,370.00	\$139,403.00
43	08-44 50.C Exterior Building Envelope System.Commitment	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns	\$840,418.00	\$0.00	\$823,609.64	\$0.00	\$0.00	\$823,609.64	98.00%	\$16,808.36	\$79,215.30

339											
A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
44	08-44 50.C Exterior Building Envelope System.Commitment	Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns	\$156,750.00	\$0.00	\$156,750.00	\$0.00	\$0.00	\$156,750.00	100.00%	\$0.00	\$0.00
45	08-44 50.C Exterior Building Envelope System.Commitment	Windows - Heritage Facade	\$16,834.00	\$0.00	\$16,834.00	\$0.00	\$0.00	\$16,834.00	100.00%	\$0.00	\$0.00
46	08-44 50.C Exterior Building Envelope System.Commitment	Windows - Heritage Facade	\$2,652.00	\$0.00	\$2,652.00	\$0.00	\$0.00	\$2,652.00	100.00%	\$0.00	\$0.00
47	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Podium, High-Span	\$2,575,046.00	\$0.00	\$2,575,046.00	\$0.00	\$0.00	\$2,575,046.00	100.00%	\$0.00	\$20,600.36
48	08-44 50.C Exterior Building Envelope System.Commitment	Unitized Curtain Wall System - Podium, High-Span	\$242,264.00	\$0.00	\$226,516.84	\$0.00	\$0.00	\$226,516.84	93.50%	\$15,747.16	\$22,651.68
49	08-44 50.C Exterior Building Envelope System.Commitment	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	\$40,824.00	\$0.00	\$40,824.00	\$0.00	\$0.00	\$40,824.00	100.00%	\$0.00	\$0.00
50	08-44 50.C Exterior Building Envelope System.Commitment	Canopy and Soffit - Main Entrances; PATH Lobby Interior; L6 Vestibule	\$207,900.00	\$0.00	\$207,900.00	\$0.00	\$0.00	\$207,900.00	100.00%	\$0.00	\$0.00
51	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - South Podium Drop-Off	\$40,996.00	\$0.00	\$40,996.00	\$0.00	\$0.00	\$40,996.00	100.00%	\$0.00	\$0.00
52	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - South Podium Drop-Off	\$291,060.00	\$0.00	\$291,060.00	\$0.00	\$0.00	\$291,060.00	100.00%	\$0.00	\$0.00
53	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - L18 Mechanical Level	\$144,100.00	\$0.00	\$144,100.00	\$0.00	\$0.00	\$144,100.00	100.00%	\$0.00	\$0.00
54	08-44 50.C Exterior Building Envelope System.Commitment	Cladding Soffit - L18 Mechanical Level	\$223,575.00	\$0.00	\$223,575.00	\$0.00	\$0.00	\$223,575.00	100.00%	\$0.00	\$0.00

340

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
55	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901Interior Panel Cladding Systems - P1 to L6: Hangers; Metal Columns SUPPLY	\$469,296.00	\$0.00	\$469,296.00	\$0.00	\$0.00	\$469,296.00	100.00%	\$0.00	\$0.00
56	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - P1 to L6: Hangers; Metal Columns INSTALL	\$1,839,200.00	\$0.00	\$1,839,200.00	\$0.00	\$0.00	\$1,839,200.00	100.00%	\$0.00	\$0.00
57	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Diagonal Steel SUPPLY	\$180,000.00	\$0.00	\$180,000.00	\$0.00	\$0.00	\$180,000.00	100.00%	\$0.00	\$0.00
58	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Diagonal Steel INSTALL	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
59	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Corner Columns SUPPLY	\$38,571.00	\$0.00	\$38,571.00	\$0.00	\$0.00	\$38,571.00	100.00%	\$0.00	\$0.00
60	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Corner Columns SUPPLY	\$4,286.00	\$0.00	\$4,286.00	\$0.00	\$0.00	\$4,286.00	100.00%	\$0.00	\$0.00
61	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Mega Columns INSTALL	\$270,000.00	\$0.00	\$270,000.00	\$0.00	\$0.00	\$270,000.00	100.00%	\$0.00	\$0.00
62	08-44 50.C Exterior Building Envelope System.Commitment	IWS-901 Interior Panel Cladding Systems - L7 to L16: Mega Columns INSTALL	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00
63	08-44 50.C Exterior Building Envelope System.Commitment	IWS-902 Interior Panel Cladding Systems - West Core Lobby SUPPLY	\$673,676.00	\$0.00	\$673,676.00	\$0.00	\$0.00	\$673,676.00	100.00%	\$0.00	\$0.00
64	08-44 50.C Exterior Building Envelope System.Commitment	IWS-902 Interior Panel Cladding Systems - West Core Lobby INSTALL	\$242,000.00	\$0.00	\$232,320.00	\$0.00	\$0.00	\$232,320.00	96.00%	\$9,680.00	\$23,232.00
65	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Screen Walls, Podium SUPPLY	\$93,771.00	\$0.00	\$93,771.00	\$0.00	\$0.00	\$93,771.00	100.00%	\$0.00	\$937.71

341

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
66	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Screen Walls, Podium INSTALL	\$66,325.00	\$0.00	\$66,325.00	\$0.00	\$0.00	\$66,325.00	100.00%	\$0.00	\$0.00
67	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) SUPPLY	\$48,082.00	\$0.00	\$42,739.55	\$0.00	\$0.00	\$42,739.55	88.89%	\$5,342.45	\$0.00
68	08-44 50.C Exterior Building Envelope System.Commitment	Interior Glass Doors (2 Singles and 8 Pairs - Total of 18 Leafs) INSTALL	\$12,020.00	\$0.00	\$10,684.44	\$0.00	\$0.00	\$10,684.44	88.89%	\$1,335.56	\$0.00
69	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs SUPPLY	\$34,726.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,726.00	\$0.00
70	08-44 50.C Exterior Building Envelope System.Commitment	Exterior Glass Doors - Podium: 5 Pairs and 3 Singles - Total of 13 Leafs INSTALL	\$8,681.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,681.00	\$0.00
71	08-44 50.C Exterior Building Envelope System.Commitment	Revolving Doors - Main Entrances, Supplied and Installed	\$260,625.00	\$0.00	\$260,625.00	\$0.00	\$0.00	\$260,625.00	100.00%	\$0.00	\$0.00
72	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor SUPPLY	\$230,057.00	\$0.00	\$230,057.00	\$0.00	\$0.00	\$230,057.00	100.00%	\$0.00	\$1,540.57
73	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor INSTALL	\$46,495.00	\$0.00	\$46,495.00	\$0.00	\$0.00	\$46,495.00	100.00%	\$0.00	\$0.00
74	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - South Podium, L6 SUPPLY	\$143,863.00	\$0.00	\$143,863.00	\$0.00	\$0.00	\$143,863.00	100.00%	\$0.00	\$838.63
75	08-44 50.C Exterior Building Envelope System.Commitment	Balustrade System - South Podium, L6 INSTALL	\$29,075.00	\$0.00	\$29,075.00	\$0.00	\$0.00	\$29,075.00	100.00%	\$0.00	\$0.00
76	08-44 50.C Exterior Building Envelope System.Commitment	Retail - Supply and Install Exterior Cladding at North Retail Tenant Area	\$865,760.00	\$0.00	\$865,760.00	\$0.00	\$0.00	\$865,760.00	100.00%	\$0.00	\$0.00

342

A		B	C		D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
77	08-44 50.C Exterior Building Envelope System.Commitment	CE#069 Allowance: Architectural DSI-001 - Below Grade Arch Changes dates 2018.11.30	\$78,404.00	\$0.00	\$78,404.00	\$0.00	\$0.00	\$78,404.00	100.00%	\$0.00	\$0.00
78	08-44 50.C Exterior Building Envelope System.Commitment	CE #072 - Allowance: Arch DCCN-003 - Yonge Street Facade	\$212,364.00	\$0.00	\$212,364.00	\$0.00	\$0.00	\$212,364.00	100.00%	\$0.00	\$0.00
79	08-44 50.C Exterior Building Envelope System.Commitment	CE #074 - Allowance: Arch DCCN-004 - Garage Entrance Canopy	\$890,266.00	\$0.00	\$890,266.00	\$0.00	\$0.00	\$890,266.00	100.00%	\$0.00	\$0.00
80	08-44 50.C Exterior Building Envelope System.Commitment	CE #077 - Allowance: Temporary Sixth Floor Overhead Protection	\$637,000.00	\$0.00	\$637,000.00	\$0.00	\$0.00	\$637,000.00	100.00%	\$0.00	\$0.00
81	08-44 50.C Exterior Building Envelope System.Commitment	CE #095 - Allowance: Gamma Scope Glass Door Hardware Supply - Phase 1	\$484,300.00	\$0.00	\$484,300.00	\$0.00	\$0.00	\$484,300.00	100.00%	\$0.00	\$0.00
82	08-44 50.C Exterior Building Envelope System.Commitment	Shop Drawings - Project Phase 1, As-Built, Stamped	\$114,679.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$114,679.00	\$0.00
83	08-44 50.C Exterior Building Envelope System.Commitment	Phase 1 De-Mobilization (Including Close-Out Documents)	\$40,000.00	\$0.00	\$13,333.00	\$0.00	\$0.00	\$13,333.00	33.33%	\$26,667.00	\$0.00
84	08-44 50.C Exterior Building Envelope System.Commitment	Allowance: Owner, Construction Manager, Architects and Consultants Travel Expenses Related to Out of Town Design Meetings, Production Viewing, VMU and Project Production	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	100.00%	\$0.00	\$0.00
TOTALS:			\$47,084,345.00	\$0.00	\$46,620,759.52	\$0.00	\$0.00	\$46,620,759.52	99.02%	\$463,585.48	\$605,263.25

Change Orders

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
85	CCO # 001 CE #100 - DSI NO 10 - South Podium glazing system and location of mechanical louvres.									
85.1	08-44 50.C	\$71,720.00	\$0.00	\$71,720.00	\$0.00	\$0.00	\$71,720.00	100.00%	\$0.00	\$0.00

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	South Podium glazing system and location of mechanical louvres.									
86	CCO # 006 CE #308 - Gamma - CE 152 (DCCN 13) & CE 218 (Durabrite Credit)									
86.1	08-44 50.C CE 152 (DCCN 13) & CE 218 (Durabrite Credit)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$1,888.69
87	CCO # 007 CE #309 - Gamma - CE 191 (CCN 21 R1) & CE 253 (DCCN 26)									
87.1	08-44 50.C CE 191 (CCN 21) & CE 253 (DCCN 26)	\$(5,455.00)	\$0.00	\$22,002.50	\$0.00	\$0.00	\$22,002.50	-403.35%	\$(27,457.50)	\$(784.50)
88	CCO # 008 CE #222 - DSI 68 - Maintenance requirement for North Retail Tenant enclosure									
88.1	08-44 50.C EBES	\$7,013.00	\$0.00	\$7,013.00	\$0.00	\$0.00	\$7,013.00	100.00%	\$0.00	\$0.00
89	CCO # 009 CE #277 - Insulation at Head of North Retail Wall									
89.1	08-44 50.C Insulation Option 1	\$19,398.00	\$0.00	\$19,398.00	\$0.00	\$0.00	\$19,398.00	100.00%	\$0.00	\$0.00
90	CCO # 010 CE #359 - Gamma - PMU retest in USA - covering RJC costs to attend second PMU									
90.1	08-44 50.C Credit	\$(19,500.00)	\$0.00	\$(19,500.00)	\$0.00	\$0.00	\$(19,500.00)	100.00%	\$0.00	\$0.00
91	CCO # 011 CE #126 - DCCN 7 R4 - Revisions to Main Lobby Exterior Glazing Details – North and South Entrances									
91.1	08-44 50.C DCCN No.07 - Lobby Entrance (ROM from email)	\$228,007.00	\$0.00	\$228,007.00	\$0.00	\$0.00	\$228,007.00	100.00%	\$0.00	\$0.00
92	CCO # 012 CE #280 - SI 94 Revision to South Wall Details to Address Site Survey of 764 Yonge									
92.1	08-44 50.C Envelope	\$(3,721.00)	\$0.00	\$(3,721.00)	\$0.00	\$0.00	\$(3,721.00)	100.00%	\$0.00	\$0.00
93	CCO # 013 CE #193 - DSI 51 - Revised Datum Line to Suit Parapet Elevations at 766 Yonge Street									
93.1	08-44 50.C Revised Datum Line to Suit Parapet Elevations at 766 Yonge Street	\$(4,287.00)	\$0.00	\$(4,287.00)	\$0.00	\$0.00	\$(4,287.00)	100.00%	\$0.00	\$0.00
94	CCO # 016 CE #302 - SI 106 Updates to louvers for CACF room, Valet Elevator Vestibule, Valet Office and stair pressurizationc, SI-M029, SSO205									
94.1	08-44 50.C	\$1,628.00	\$0.00	\$1,628.00	\$0.00	\$0.00	\$1,628.00	100.00%	\$0.00	\$0.00
95	CCO # 017 CE #361 - SI 122 - Coordination of mechanical louvers at Porte-Cochère.									
95.1	08-44 50.C	\$1,622.00	\$0.00	\$1,622.00	\$0.00	\$0.00	\$1,622.00	100.00%	\$0.00	\$0.00
96	CCO # 018 CE #204 - DSI 60 R3 - Revision in Level 2, 3, 4 & 5 Mechanical Rooms and the Ground Floor Gas Meter (SI-M018)									
96.1	08-44 50.C Envelope	\$11,538.00	\$0.00	\$11,538.00	\$0.00	\$0.00	\$11,538.00	100.00%	\$0.00	\$0.00
97	CCO # 019 CE #232 - DSI 66 R1 Requirements for the wood windows within the heritage façade									
97.1	08-44 50.C Bird Fritt	\$4,658.00	\$0.00	\$4,658.00	\$0.00	\$0.00	\$4,658.00	100.00%	\$0.00	\$0.00
98	CCO # 020 CE #407 - Gamma - PMU retest in Singapore - covering RJC costs associated with PMU 3									
98.1	08-44 50.C Credit	\$(37,000.00)	\$0.00	\$(37,000.00)	\$0.00	\$0.00	\$(37,000.00)	100.00%	\$0.00	\$0.00
99	CCO # 021 CE #359 - Gamma - PMU retest in USA - covering RJC costs to attend second PMU									
99.1	08-44 50.C Credit	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	\$0.00
100	CCO # 022 CE #407 - Gamma - PMU retest in Singapore - covering RJC costs associated with PMU 3									

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
100.1	08-44 50.C Credit	\$(20,875.00)	\$0.00	\$(20,875.00)	\$0.00	\$0.00	\$(20,875.00)	100.00%	\$0.00	\$0.00
101	CCO # 023 CE #451 - Todd Hallam - February expense remittance									
101.1	08-44 50.C Soortpyments	\$(182.81)	\$0.00	\$(182.81)	\$0.00	\$0.00	\$(182.81)	100.00%	\$0.00	\$0.00
102	CCO # 024 CE #202 - DSI 58 R1 - Hotel Mechanical Vents at L05 & L06									
102.1	08-44 50.C Hotel Mechanical Vents at L05 & L06	\$89,563.00	\$0.00	\$89,563.00	\$0.00	\$0.00	\$89,563.00	100.00%	\$0.00	\$0.00
103	CCO # 025 CE #228 - CD- CCN 22 R1: Removal of IWS-902 from Levels P-1, Concourse, 3, 4, 5 and 6									
103.1	08-44 50.C Envelope	\$(533,643.00)	\$0.00	\$(533,643.00)	\$0.00	\$0.00	\$(533,643.00)	100.00%	\$0.00	\$0.00
104	CCO # 026 CE #286 - CCN 33 R1 Coordination with Stack-effect report to clarify required locations of seal packages									
104.1	08-44 50.C Seal around the door	\$13,751.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,751.00	\$0.00
105	CCO # 027 CE #305 - SI 105 Revision to Doors DG-SFa and DG-SG to integrate cultural interpretation plan display									
105.1	08-44 50.C Yonge Facade	\$54,833.00	\$0.00	\$10,966.60	\$0.00	\$0.00	\$10,966.60	20.00%	\$43,866.40	\$0.00
106	CCO # 028 CE #369 - SI 127 - Tenant Fit-Out Changes (KSFC): Coordination of revisions to accommodate additional exhaust capacity for kitchens at levels 3 and 4									
106.1	08-44 50.C Changes and additions of mechanical openings	\$21,164.00	\$0.00	\$21,164.00	\$0.00	\$0.00	\$21,164.00	100.00%	\$0.00	\$0.00
107	CCO # 029 CE #399 - SI 77R4: Heritage Coordination									
107.1	08-44 50.C Updated Storefront Details	\$24,503.00	\$0.00	\$24,503.00	\$0.00	\$0.00	\$24,503.00	100.00%	\$0.00	\$0.00
108	CCO # 030 CE #448 - SI 183 - Base Building change to suit Tenant Fit-Out: Revision to accommodate KSFC required refrigerant evacuation vent at Level 03									
108.1	08-44 50.C	\$687.00	\$0.00	\$687.00	\$0.00	\$0.00	\$687.00	100.00%	\$0.00	\$0.00
109	CCO # 031 CE #447 - SI 180 Revision of IGU to spandrel panel									
109.1	08-44 50.C	\$8,445.00	\$0.00	\$8,445.00	\$0.00	\$0.00	\$8,445.00	100.00%	\$0.00	\$0.00
110	CCO # 032 CE #473 - Gamma - PMU retest in Pennsylvania - covering RJC costs associated with PMU 4									
110.1	08-44 50.C PMU 4 - Consultant's fee	\$(44,000.00)	\$0.00	\$(44,000.00)	\$0.00	\$0.00	\$(44,000.00)	100.00%	\$0.00	\$0.00
111	CCO # 033 CE #485 - Gamma Weekend Time to Install Fire Stop and Smoke Seal at Apple Mechanical Space as Requested by Mizrahi									
111.1	08-44 50.C Curtain wall FS and SS	\$5,682.00	\$0.00	\$5,682.00	\$0.00	\$0.00	\$5,682.00	100.00%	\$0.00	\$0.00
112	CCO # 034 CE #431 - SI 169 - Base-Building Coordination: Revision to spandrel panel material at N/S canopies									
112.1	08-44 50.C spandrel panel at entrance canopies	\$4,004.00	\$0.00	\$4,004.00	\$0.00	\$0.00	\$4,004.00	100.00%	\$0.00	\$0.00
113	CCO # 035 CE #491 - Mizrahi, Core and F+P Costs Related to PMU 4 to Date									
113.1	08-44 50.C Recovery of PMU 4 Costs to Date	\$(42,020.28)	\$0.00	\$(42,020.28)	\$0.00	\$0.00	\$(42,020.28)	100.00%	\$0.00	\$0.00
114	CCO # 036 CE #507 - Premium Time for Tube Installation on the South & East Elevations of Podium									
114.1	08-44 50.C Overtime premium for south podium tube installation Feb 12, 2022 & Feb 13, 2022	\$14,030.00	\$0.00	\$14,030.00	\$0.00	\$0.00	\$14,030.00	100.00%	\$0.00	\$0.00
115	CCO # 037 CE #511 - February 2022 PMU Reimbursable Costs									

345

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
115.1	08-44 50.C Credit Feb PMU 4.1 Team Costs	\$(8,408.55)	\$0.00	\$(8,408.55)	\$0.00	\$0.00	\$(8,408.55)	100.00%	\$0.00	\$0.00
116	CCO # 038 CE #516 - Gamma - March 2022 PMU Reimbursable Costs									
116.1	08-44 50.C Project team costs for PMU redo	\$(33,593.47)	\$0.00	\$(33,593.47)	\$0.00	\$0.00	\$(33,593.47)	100.00%	\$0.00	\$0.00
117	CCO # 039 CE #523 - Gamma - April 2022 PMU Reimbursable Costs									
117.1	08-44 50.C PMU 4 Team Cost in April 2022	\$(39,265.08)	\$0.00	\$(39,265.08)	\$0.00	\$0.00	\$(39,265.08)	100.00%	\$0.00	\$0.00
118	CCO # 040 CE #524 - SI 260 - Revisions to Fire Rated Below Grade Glass Doors									
118.1	08-44 50.C Revisions to 4 pcs of glass	\$4,018.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,018.00	\$0.00
119	CCO # 041 CE #526 - Gamma - May 2022 PMU Reimbursable Costs									
119.1	08-44 50.C Back charge for PMU costs	\$(22,643.37)	\$0.00	\$(22,643.37)	\$0.00	\$0.00	\$(22,643.37)	100.00%	\$0.00	\$0.00
120	CCO # 042 CE #524 - SI 260 - Revisions to Fire Rated Below Grade Glass Doors									
120.1	08-44 50.C Reduction of Hardware Allowance to Cover	\$(51,778.23)	\$0.00	\$(51,778.23)	\$0.00	\$0.00	\$(51,778.23)	100.00%	\$0.00	\$0.00
121	CCO # 043 CE #219 - CD - DCCN 23: Interior Finishes at Diagrid Panels									
121.1	08-44 50.C Envelope	\$37,613.00	\$0.00	\$37,613.00	\$0.00	\$0.00	\$37,613.00	100.00%	\$0.00	\$0.00
122	CCO # 044 CE #539 - Replacement of Damaged Tubes Due to August 31, 2021 Incident									
122.1	08-44 50.C Replacement of Damaged Tubes	\$24,574.00	\$0.00	\$24,574.00	\$0.00	\$0.00	\$24,574.00	100.00%	\$0.00	\$0.00
123	CCO # 045 CE #549 - Stainless Steel Grills for Revolving Doors									
123.1	08-44 50.C Addition of revolving door grills	\$97,628.00	\$0.00	\$97,628.00	\$0.00	\$0.00	\$97,628.00	100.00%	\$0.00	\$0.00
124	CCO # 046 CE #550 - Reduction in Hardware Allowance for Revolving Door Grills									
124.1	08-44 50.C Offsetting Reduction in Hardware Allowance	\$(97,628.00)	\$0.00	\$(97,628.00)	\$0.00	\$0.00	\$(97,628.00)	100.00%	\$0.00	\$0.00
125	CCO # 047 CE #555 - CE#219 - DCCN 23: Interior Finishes at Diagrid Panels - Credit									
125.1	08-44 50.C	\$(16,617.00)	\$0.00	\$(16,617.00)	\$0.00	\$0.00	\$(16,617.00)	100.00%	\$0.00	\$0.00
126	CCO # 048 CE #488 - SI #215 Addressing masonry brick walls at Yonge Façade based on revised brick size									
126.1	08-44 50.C Revised window opening YSF due to brick change	\$2,990.00	\$0.00	\$2,990.00	\$0.00	\$0.00	\$2,990.00	100.00%	\$0.00	\$0.00
127	CCO # 049 CE #488 - SI #215 Addressing masonry brick walls at Yonge Façade based on revised brick size. Reduction of allowance in contract.									
127.1	08-44 50.C Reduction in YSF cash allowance	\$(2,990.00)	\$0.00	\$(2,990.00)	\$0.00	\$0.00	\$(2,990.00)	100.00%	\$0.00	\$0.00
128	CCO # 050 CE #530 - CE#219 - Supply and Installation of Finished Panels Back of Curtain Wall at Diagrids - Phase 1 - 3 to 16 Only									
128.1	08-44 50.C Panels for Back of Diagrid Frames 3 to 16	\$203,133.00	\$0.00	\$198,054.68	\$0.00	\$0.00	\$198,054.68	97.50%	\$5,078.32	\$19,805.48
129	CCO # 051 CE #557 - Reverse CCO#049 - Administrative - Correction Adjustment									
129.1	08-44 50.C	\$2,990.00	\$0.00	\$2,990.00	\$0.00	\$0.00	\$2,990.00	100.00%	\$0.00	\$0.00
130	CCO # 052 CE #560 - Lost Time to Gamma Due to Tower Crane Cancellation									
130.1	08-44 50.C	\$4,943.09	\$0.00	\$4,943.09	\$0.00	\$0.00	\$4,943.09	100.00%	\$0.00	\$0.00

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Lost Time									
131	CCO # 053 CE #545 - Repair of Damage to Curtain Wall Frame F041-05001 at 5th Floor North Elevation by Amherst									
131.1	08-44 50.C Repair of Panels on Curtain Wall Frame F041-05001	\$3,694.00	\$0.00	\$3,694.00	\$0.00	\$0.00	\$3,694.00	100.00%	\$0.00	\$0.00
132	CCO # 054 CE #301 - SI 99 R3 West wing wall Changes									
132.1	08-44 50.C Additional joints, framing, and supports	\$17,970.00	\$0.00	\$17,970.00	\$0.00	\$0.00	\$17,970.00	100.00%	\$0.00	\$0.00
133	CCO # 055 CE #581 - PMU 4.1.1 Vent Test Consultant Costs									
133.1	08-44 50.C RJC Reimbursable Costs PMU 4.1.1	\$(7,200.00)	\$0.00	\$(7,200.00)	\$0.00	\$0.00	\$(7,200.00)	100.00%	\$0.00	\$0.00
134	CCO # 056 CE #546 - Custom Mount for Devices Installed Between V-Wall Cladding Flutes									
134.1	08-44 50.C Mounts for devices on V wall cladding	\$5,736.00	\$0.00	\$5,736.00	\$0.00	\$0.00	\$5,736.00	100.00%	\$0.00	\$0.00
135	CCO # 057 CE #588 - Temporary Overhead Protection									
135.1	08-44 50.C Credit for L6 Overhead Protection	\$(637,000.00)	\$0.00	\$(637,000.00)	\$0.00	\$0.00	\$(637,000.00)	100.00%	\$0.00	\$0.00
136	CCO # 059 CE #647 - Settlement of Claims - Milestone Payment Schedule									
136.1	08-44 50.C Annex "A" Milestone Payment Schedule	\$8,000,000.00	\$0.00	\$7,847,500.00	\$0.00	\$0.00	\$7,847,500.00	98.09%	\$152,500.00	\$0.00
136.2	08-44 50.C Settlement of Additional Reimbursements	\$1,800,000.00	\$0.00	\$1,800,000.00	\$0.00	\$0.00	\$1,800,000.00	100.00%	\$0.00	\$0.00
137	CCO # 060 CE #658 - Descope Agreement - Annex A Amounts									
137.1	08-44 50.C Desclope Amounts from Annex A of Settlement Agreement	\$(15,166,351.23)	\$0.00	\$(15,166,351.23)	\$0.00	\$0.00	\$(15,166,351.23)	100.00%	\$0.00	\$0.00
138	CCO # 061 CE #661 - Missed Embeds									
138.1	08-44 50.C Missed Embeds L17 Slab	\$10,697.00	\$0.00	\$10,697.00	\$0.00	\$0.00	\$10,697.00	100.00%	\$0.00	\$0.00
139	CCO # 062 CE #661 - Missed Embeds									
139.1	08-44 50.C Missed Embeds U/S of L19	\$8,646.00	\$0.00	\$8,646.00	\$0.00	\$0.00	\$8,646.00	100.00%	\$0.00	\$0.00
140	CCO # 063 CE #857 - L16 Stool Trims - Provide Sill Trim for Level 16 to Cover Gamma Shortage									
140.1	08-44 50.C Credit for Supply/Installation of L16 Stool Trims	\$(20,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$(20,000.00)	\$0.00
TOTALS:		\$ (6,000,280.93)	\$0.00	\$ (6,172,037.15)	\$0.00	\$0.00	\$ (6,172,037.15)	102.86%	\$171,756.22	\$20,909.67

Grand Totals

A	B	C		D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PROPOSED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$41,084,064.07	\$0.00	\$40,448,722.37	\$0.00	\$0.00	\$40,448,722.37	98.45%	\$635,341.70	\$626,172.92

Reasons for Difference



Gamma Windows and Walls International Inc.

May 15, 2024

Via: E-mail

Alvarez & Marsal Canada Inc., in its capacity as Receiver

200 Bay Street, Suite 2000

Toronto, ON M5J 2J1

Attn: S. Ferguson sferguson@alvarezandmarsal.com

J. Nevsky jnevsky@alvarezandmarsal.com

F. Mak fmak@alvarezandmarsal.com

SKYGRiD Construction Inc., in its capacity as Construction Manager

2-290 Queen Street West

Toronto, ON M5V 2A1

Attn: C. MacWilliam cmacwilliam@skygrid.ca

A. Marciniak amarciniak@skygrid.ca

G. Fucile gfucile@skygrid.ca

J. Isenegger jisenegger@skygrid.ca

Mizrahi Inc.

125 Hazelton Avenue

Toronto, Ontario, M5R 2E4

Attn: E. Yanqueleveh esteban@mizrahidevelopments.ca

RE: Notice in Writing of Default of Payment – SCC 7.2.3 and SCC 7.2.4

Subcontract Agreement dated May 17, 2019 between Mizrahi Inc. (“Mizrahi”) as Contractor and Gamma Windows and Walls International Inc. (“Gamma”) as Subcontractor (the “Subcontract”)

As Amended by the Settlement Agreement dated June 8, 2023 (the “Settlement Agreement”)

Dear Sir or Madam

Notice in Writing of Default of Payment is hereby given by Gamma to Mizrahi and the Receiver further to SCC 7.2.3 of the Subcontract.

Gamma submitted to Mizrahi for approval progress draws 55 and 56. After review and adjustment in accordance with its normal practice, Mizrahi approved the values for payment as contained in Gamma’s Invoices 1808-55 in the amount of \$619,133.59 and 1808-56 in the amount of \$82,970.67, both dated March 12, 2024 (copies with approvals enclosed).



Gamma Windows and Walls International Inc.

The Receiver has subsequently taken the position that the invoices were not “certified” by a payment certifier. This is not correct. Since Mizrahi took over management of the project from Clark Construction Management Inc. on or about October 28, 2020, Mizrahi has been the only party to review and approve Gamma’s progress draws for payment. This is true of Gamma’s last 42 monthly progress draws (draws 15 – 56) which have been reviewed, adjusted, negotiated and approved for payment by Mizrahi alone. Draws 55 and 56 were similarly approved by Mizrahi, which continued to manage the project under the supervision of the Court and the Receiver up to the Effective Date (March 13, 2024) as defined in the Construction Continuance Order dated March 8, 2024. Paragraph 17 of the Order of the Honourable Justice Osborne dated October 18th, 2023 only makes reference to the payment by the Developer (Mizrahi Inc.) in accordance with the normal payment practices of the Developer. Mizrahi’s approval of Gamma’s Draws 55 and 56 therefore fits entirely within this practice.

The Subcontract requires that payments of progress draws be made within 30 days of their submittal, failing which a payment default occurs. No payments were received by Gamma within the said 30 day period, nor have they been received since. Further to SCC 7.2.3 of the Subcontract, Gamma as Subcontractor may give Notice in Writing of default if the Contractor (Mizrahi Inc.) is in default of its payment obligations. Notice of such default is hereby given.

Further to SCC 7.2.3 of the Subcontract, if such default is not cured within 5 Working Days, Gamma (the Subcontractor) may, without prejudice to any other right or remedy, suspend the Subcontract Work or terminate the Subcontract. Notice of such intention, subject to the provisions below, is hereby given.

Paragraph 17 of the Order of the Honourable Justice Osborne dated October 18th, 2023 provides that all Persons are restrained from discontinuing or terminating their supply of goods and services provided the normal prices or charges for all such goods and services received after October 18, 2023 are paid by the Receiver or Developer (Mizrahi) in accordance with normal payment practices of the Developer. As noted above, Gamma has not received payment, as approved by Mizrahi in accordance with Mizrahi’s normal payment practices, as followed by Gamma and Mizrahi for the past 3 ½ years.

Further to the Settlement Agreement, Mizrahi agreed to release portions of the holdback and has been doing so in accordance with the provisions of the Settlement Agreement since June, 2023. Gamma’s invoice 1808-56 noted above was such a payment approved by Mizrahi in accordance with Mizrahi’s normal payment practices. The failure to release such payment is a breach of the Settlement Agreement and the payment provisions of the Subcontract, in accordance with the normal payment practices of the Developer.

The foregoing is without prejudice to the right of Gamma to exercise other rights or remedies which include, but are not limited to, its right to immediately exercise its option to descope the remainder of its installation work further to paragraph 18 of the Settlement Agreement or to provide notice of a claim for lien in accordance with the Lien Regularization Order.



Gamma Windows and Walls International Inc.

Please be advised that if the payment default herein is not cured within 5 Working Days as specified in Gamma's Subcontract, then Gamma intends to instruct its lawyers to bring a motion for directions before the Commercial Court which may include some or all of the following:

- a) directions and leave to suspend its work for non-payment;
- b) directions and leave to descope the balance of its Subcontract work in accordance with the Settlement Agreement;
- c) directions and leave to terminate the Subcontract for non-payment;
- d) directions and confirmation that upon such termination, Gamma has no need to delivery any warranty documents on the basis Gamma has not been paid in full;
- e) an order for payment of the previously approved invoices;
- f) directions with respect to the as-built drawings in its possession, the delivery of which is not yet due, but for which Gamma has not yet been paid wherein such payment is expressly contemplated by the Subcontract and the Statement of Values attached thereto;
- g) an order for payment of the remaining unpaid holdback Gamma has earned in respect of the approved payment draws and work completed to date; and
- h) such further and other directions or orders as the Court may permit.

Gamma would much prefer the payment default be cured and it can continue and finish its remaining work under its Subcontract, as amended by the Settlement Agreement.

Sincerely,

Digitally
signed by
Michael Wu

Michael Wu
Project Director
Gamma Windows and Walls International Inc.

- Cc Goodman's LLP, counsel to Alvarez & Marsal Canada Inc., Receiver
boneill@goodmans.ca; carmstrong@goodmans.ca; jlinde@goodmans.ca
- Cc Knightsbridge Development Corporation, Receiver-Appointed Project Manager
wsmith@knightsbridgecorp.ca
- Cc Osler, Hoskin & Harcourt LLP, counsel to KEB Hana Bank as trustee of IGIS Global Private Placement Real Estate Fund No. 530
mdelellis@osler.com; rdavidge@osler.com

Gamma Contract 1 - February 2024 Invoice Summary & Current Costs to Complete

Description of Work	Scheduled Value (A)	Completed to Date (B)	Balance To Finish (C) = (A-B)	% Completed (D) = (B/A)	Holdback (E)	Remaining w/ HB (F) = (C+E)	Cost to Complete (G)	Cost to Complete Comments
006. Field Testing - Four (4) Field Tests as per provided Project Test and Evaluation Reports	\$68,500.00	\$34,250.00	\$34,250.00	50.00%	\$3,425.00	\$37,675.00	\$150,000.00	Three tests remaining since 2nd test was not initially succesful. Current cost of water tests are estimated at \$50k/ea.
013. Shop Drawings - Project, Unstamped	\$1,587,844.00	\$1,567,995.95	\$19,848.05	98.75%	\$20,103.05	\$39,951.10	\$25,000.00	Upper mechanicals L57-58 & L77-78 and tower L79-84 outstanding, L3 firestop and smoke seal detail updates required, site fix engineering for deficiencies still required, updates to submissions as design develops for amenity canopy. Estimate for this work is \$25k.
014. Thermal and Structural Calculations - Project, Unstamped	\$509,424.00	\$503,056.20	\$6,367.80	98.75%	\$6,664.20	\$13,032.00	\$50,000.00	Upper mechanicals L57-58 & L77-78 and tower L79-84 outstanding, L3 firestop and smoke seal detail updates required, site fix engineering for deficiencies still required, updates to submissions as design develops for amenity canopy. Estimate for this work is \$50k.
015. Shop Drawings - Project, Stamped - Issued for Construction	\$384,024.00	\$379,223.70	\$4,800.30	98.75%	\$4,640.57	\$9,440.87	\$25,000.00	Upper mechanicals L57-58 & L77-78 and tower L79-84 outstanding, L3 firestop and smoke seal detail updates required, site fix engineering for deficiencies still required, updates to submissions as design develops for amenity canopy. Estimate for this work is \$25k.
016. Thermal and Structural Calculations - Project, Stamped - Issued for Construction	\$218,825.00	\$216,089.69	\$2,735.31	98.75%	\$2,742.10	\$5,477.41	\$50,000.00	Upper mechanicals L57-58 & L77-78 and tower L79-84 outstanding, L3 firestop and smoke seal detail updates required, site fix engineering for deficiencies still required, updates to submissions as design develops for amenity canopy. Estimate for this work is \$50k.
023. Unitized Curtain Wall System - Tower, L7 to L16 - SUPPLY	\$5,081,655.00	\$5,081,655.00	\$0.00	100.00%	\$101,633.10	\$101,633.10	\$100,000.00	Supply of L16 stool trims estimate at \$20k, supply of hoist bay firestop and smoke seals estimated at \$15k, hoist bay packages & consumables estimated at \$25k, deficiency materials estimated at \$20k, supply only items contingency of \$20k.
024. Unitized Curtain Wall System - Tower, L7 to L16 - INSTALL	\$523,165.00	\$470,848.50	\$52,316.50	90.00%	\$40,484.86	\$92,801.36	\$450,000.00	Installation of stool trims and panels L7-16 quoted at \$116k, installation of L16 airseals estimated at \$15k, deficiencies & remediation including exterior drop for sealants & gasket repairs estimated at \$250k, installation of L6 replacement glass quoted at \$45k, installation of remaining works around L6 portal estimated at \$20k, installation of L7 west curb cladding and insulation estimated at \$4k.
025. Structural Silicone Glazing System - Main Entrances, North and South - SUPPLY	\$143,836.00	\$143,835.20	\$0.80	100.00%	\$7,191.76	\$7,192.56	\$50,000.00	Supply of stainless steel around the portals are outstanding, trims seals and gaskets remediation, deficiency fixing materials and consumables. Estimated material costs of \$50k.
026. Structural Silicone Glazing System - Main Entrances, North and South - INSTALL	\$15,041.00	\$10,904.73	\$4,136.27	72.50%	\$1,090.48	\$5,226.75	\$100,000.00	Installation of stainless steel around the portals estimated at \$10k, trims seals and gaskets remediation estimated at \$10k, deficiency fixing including severe issue of support angles poking through sealants (possible removal and reinstallation) estimated at \$80k.
027. Unitized Curtain Wall System - West Core Bridge - SUPPLY	\$282,920.00	\$282,920.00	\$0.00	100.00%	\$14,146.00	\$14,146.00	\$25,000.00	Installation of trims and closures and deficiencies remaining. Materials for deficiencies estimated at \$10k. Custom trims required to complete this area estimated at \$15k.
028. Unitized Curtain Wall System - West Core Bridge - INSTALL	\$28,292.00	\$17,823.96	\$10,468.04	63.00%	\$1,782.40	\$12,250.44	\$45,000.00	Interior panel deficiency remediation estimate at \$10k, exterior seals to adjacent works estimated at \$10k, interior scratched mullions and deficiencies remediation estimated at \$10k, installation of custom trims estimated at \$15k.
029. Unitized Curtain Wall System - South Podium with Tubular Profiles - SUPPLY	\$2,497,927.00	\$2,497,927.00	\$0.00	100.00%	\$24,979.28	\$24,979.28	\$120,000.00	Supply deficiencies including scratched tubes and alignment of tubes estimated at \$100k, supply of hoist bay anchorage material estimated at \$13k, supply of east elevation panels on L3 roof estimated at \$5k, supply of L3 door glass for \$2k.
030. Unitized Curtain Wall System - South Podium with Tubular Profiles - INSTALL	\$240,807.00	\$239,726.30	\$1,080.70	99.55%	\$21,672.64	\$22,753.34	\$300,000.00	Exterior drops for paint touch ups, tube alignments, and tube replacements estimated at \$250k, interior deficiency remediation estimated at \$45k, east elevation installation of terrace panels estimated at \$5k.
031. Structural Silicone Glazing System - Yonge Street Storefronts - SUPPLY	\$79,051.00	\$79,051.00	\$0.00	100.00%	\$7,905.11	\$7,905.11	\$25,000.00	Need proper turn over of materials on site to consolidate lists of materials with requirements. Majority supplied to Paddock and glass on site. Misc consumables not accounted for. Carried for a \$25k contingency for non-supplied materials or incorrectly supplied materials.
032. Structural Silicone Glazing System - Yonge Street Storefronts - INSTALL	\$10,569.00	\$0.00	\$10,569.00	0.00%	\$0.00	\$10,569.00	\$75,000.00	Current cost to install
035. Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids - SUPPLY	\$1,158,579.00	\$1,158,579.00	\$0.00	100.00%	\$12,744.36	\$12,744.36	\$20,000.00	L3 horigrid panel replacement with shipping estimated at \$8k, other damaged exterior panels may require replacement (resultant from broken glass on WCL) estimated at \$12k.
036. Exterior Panel Cladding Systems - L3 to L16: Mega Columns; Horizontal and Angled Diagrids - INSTALL	\$466,367.00	\$443,048.65	\$23,318.35	95.00%	\$44,304.86	\$67,623.21	\$100,000.00	Hoist bay panel installation for L10, L16 (8 horigrids) estimated at \$10k, L5 NW corner panel installation fix estimated at \$10k, L3-6 link panel alignment and fastenening estimated at \$20k (possible reRe), exterior gasket repair estimated at \$50k, L6 mega column panels u/s fastening estimated as \$10k.
041. V-Shaped Breakform Panel System - SUPPLY	\$4,004,642.00	\$4,004,642.00	\$0.00	100.00%	\$64,074.27	\$64,074.27	\$50,000.00	Replacement caps, possible replacement extrusions, outstanding trims, deficiency repair materials. Estimated \$50k for outstanding material supply on this item.
042. V-Shaped Breakform Panel System - INSTALL	\$1,467,400.00	\$1,379,356.00	\$88,044.00	94.00%	\$137,935.60	\$225,979.60	\$100,000.00	Deficiency repairs. Misalignment, screws through panels, missing caps and closures. Panels may require removal to properly align. Estimate of \$100k carried for this item.
043. Louvre System - L17 to L18: Mechanical Levels with Arrow Head Profiles; Mega Column Returns - SUPPLY	\$840,418.00	\$798,397.10	\$42,020.90	95.00%	\$76,694.05	\$118,714.95	\$25,000.00	Replacement of louvre blade shortage estimated at \$5k, supply only item contingency estimated at \$20k.
046. Windows - Heritage Façade - INSTALL	\$2,652.00	\$2,652.00	\$0.00	100.00%	\$265.20	\$265.20	\$1,000.00	Some deficiencies on the window stops that have been removed. Window stops to be reinstalled and paint touched up if necessary. Estimated \$1k for this work.
047. Unitized Curtain Wall System - Podium, High-Span SUPPLY	\$2,575,046.00	\$2,575,046.00	\$0.00	100.00%	\$20,600.36	\$20,600.36	\$60,000.00	L3 replacement glass (jumbo and non typical) estimated at \$40k, deficiency materials estimated at \$20k.
048. Unitized Curtain Wall System - Podium, High-Span INSTALL	\$242,264.00	\$226,516.84	\$15,747.16	93.50%	\$22,651.68	\$38,398.84	\$60,000.00	L3 replacement glass (challenging access and replacement) estimated at \$40k, deficiencies works estimated as \$20k
063. IWS-902 Interior Panel Cladding Systems - West Core Lobby SUPPLY	\$673,676.00	\$673,676.00	\$0.00	100.00%	\$33,683.80	\$33,683.80	\$5,000.00	Touchups. Material estimated at \$5k.
064. IWS-902 Interior Panel Cladding Systems - West Core Lobby INSTALL	\$242,000.00	\$232,320.00	\$9,680.00	96.00%	\$23,232.00	\$32,912.00	\$10,000.00	Touchups. Labour estimated at \$10k.

Description of Work	Scheduled Value (A)	Completed to Date (B)	Balance To Finish (C) = (A-B)	% Completed (D) = (B/A)	Holdback (E)	Remaining w/ HB (F) = (C+E)	Cost to Complete (G)	Cost to Complete Comments
065. Interior Glass Screen Walls, Podium - SUPPLY	\$93,771.00	\$93,771.00	\$0.00	100.00%	\$937.71	\$937.71	\$15,000.00	Misc consumables estimated at \$5k, supply contingency of \$10k.
067. Interior Glass Doors (Remaining) - SUPPLY	\$48,082.00	\$42,739.55	\$5,342.45	88.89%	\$0.00	\$5,342.45	\$12,000.00	Estimate for supply of DC-21.
068. Interior Glass Doors (Remaining) - INSTALL	\$12,020.00	\$10,684.44	\$1,335.56	88.89%	\$0.00	\$1,335.56	\$7,000.00	Estimate for install of DC-21.
069. Exterior Glass Doors - SUPPLY	\$34,726.00	\$0.00	\$34,726.00	0.00%	\$0.00	\$34,726.00	\$75,000.00	Supply of exterior glass doors (N&S main entrance & Yonge St storefronts)
070. Exterior Glass Doors - INSTALL	\$8,681.00	\$0.00	\$8,681.00	0.00%	\$0.00	\$8,681.00	\$20,000.00	Installation of exterior glass doors (N&S main entrance and Yonge St storefronts)
072. Balustrade System - 3rd Floor; West Core Link Roof; L17 Mechanical Floor SUPPLY	\$230,057.00	\$230,057.00	\$0.00	100.00%	\$1,540.57	\$1,540.57	\$15,000.00	Supply of L17 Railing T-Bolts for \$1k, supply contingency for uninstalled materials \$14k.
074. Balustrade System - South Podium, L6 SUPPLY	\$143,863.00	\$143,863.00	\$0.00	100.00%	\$838.63	\$838.63	\$5,000.00	Link walls material outstanding estimated at \$5k.
082. Shop Drawings - Project Phase 1, As-Built, Stamped	\$114,679.00	\$0.00	\$114,679.00	0.00%	\$0.00	\$114,679.00	\$114,679.00	Phase 1 as-builts, Gamma is not installing including L17-18 Mech system & guardrails, L6 Guardrails, L7 WCL Guardrails, Riverside Group works originally in contract, hoist bays, Yonge Street storefronts, glass doors & screens (\$100,000). Phase 1 As-Builts supplied by Gamma (\$14,679.00).
083. Phase 1 De-Mobilization (Including Close-Out Documents)	\$40,000.00	\$13,333.00	\$26,667.00	33.33%	\$0.00	\$26,667.00	\$276,667.00	\$26,667.00 required to clean up material left on site. No close out documents, no warranty have been submitted- NOTE: THIS ITEM TO BE DISCUSSED, COST OF HAVING THIS WARRANTIED BY OTHERS WILL BE SIGNIFICANT - 250K CARRIED IN THIS ESTIMATE
086. CCO # 006 CE #308 - Gamma - CE 152 (DCCN 13) & CE 218 (Durabrite Credit)	\$0.00	\$0.00	\$0.00		\$1,888.69	\$1,888.69	-\$1,888.69	Complete, remaining is holdback
087. CCO # 007 CE #309 - Gamma - CE 191 (CCN 21 R1) & CE 253 (DCCN 26)	-\$5,455.00	\$22,002.50	-\$27,457.50		-\$784.50	-\$28,242.00	-\$28,242.00	Balance for contract 2 Items. Credit for L19+.
103. CCO # 025 CE #228 - CD- CCN 22 R1: Removal of IWS-902 from Levels P-1, Concourse, 3, 4, 5 and 6	-\$533,643.00	-\$533,643.00	\$0.00	100.00%	-\$25,694.56	-\$25,694.56	\$25,694.56	Holdback credit to be released
104. CCO # 026 CE #286 - CCN 33 R1 Coordination with Stack-effect report to clarify required locations of seal packages	\$13,751.00	\$0.00	\$13,751.00	0.00%	\$0.00	\$13,751.00	\$13,751.00	To be descope.
105. CCO # 027 CE #305 - SI 105 Revision to Doors DG-SFa and DG-SG to integrate cultural interpretation plan display	\$54,833.00	\$10,966.60	\$43,866.40	20.00%	\$1,096.66	\$44,963.06	\$43,866.40	To be descope.
118. CCO # 040 CE #524 - SI 260 - Revisions to Fire Rated Below Grade Glass Doors	\$4,018.00	\$0.00	\$4,018.00	0.00%	\$0.00	\$4,018.00	\$4,018.00	To be descope.
128. CCO # 050 CE #530 - CE#219 - Supply and Installation of Finished Panels Back of Curtain Wall at Diagrids - Phase 1 - 3 to 16 Only	\$203,133.00	\$198,054.68	\$5,078.32	97.50%	\$19,805.48	\$24,883.80	\$10,000.00	Touch up of damaged panels estimated at \$10k.
136. Annex "A" Milestone Payment Schedule	\$8,000,000.00	\$7,347,500.00	\$652,500.00	91.84%	\$0.00	\$652,500.00	-\$652,500.00	Remaining Settlement is 195K P1-L6 Completion; 227.5K V-Wall Completion; 230K L7-16 Completion - NOTE THIS WILL BE REQUIRED TO ASSIST COVERING COSTS TO COMPLETE
Grand Total	\$31,807,440.00	\$30,598,869.59	\$1,208,570.41		\$694,275.41	\$1,902,845.82	\$1,976,045.27	

Additional Exposures

\$800,000

Vent frame design issues

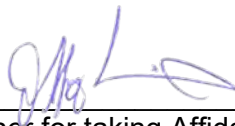
This is Exhibit "O" referred to in the

Affidavit of JIMMY ZHAO

AFFIRMED BEFORE ME:

☐ in ☒ by video
person conference

by Jimmy Zhao of the City of Vaughan,
in the Province of Ontario, before me at the
City of Toronto, in the Province of Ontario on
June 4, 2024 in accordance with
O. Reg. 431/20, Administering Oath
or Declaration Remotely.



A Commissioner for taking Affidavits *(or as may be)*

FORM OF LIEN NOTICE TO RECEIVER

Name of Lien Claimant: Gamma Windows and Walls International Inc.

Address for Service: C/O McMillan LLP, Brookfield Place, Suite 4400, 181 Bay Street, Toronto, M5J 2T3 Attn: Glenn Grenier and Jeffrey Levine

Name of Owner: Mizrahi Development Group (The One) Inc.

Address: 125 Hazelton Avenue, Toronto, Ontario, M5R 2E4

Name of person to whom Lien Claimant supplied services or materials: Mizrahi Inc.

Time within which services or materials were supplied:

from: April 24, 2019

to May 30, 2024

(date supply commenced)

(date of most recent supply)

Short description of services or materials that have been supplied: Exterior Building Envelope System – Preconstruction, VMU, PMU, supply and installation up to and including level 18 (as modified and descoped)

Contract price or subcontract price: \$46,587,360.83 incl HST.

Amount claimed as owing in respect of services or materials that have been supplied and which are capable of being subject to a Lien Claim: \$1,839,681.92 incl HST.

(Use **A** where the lien has attached to the Lands; use **B** where the lien has not attached to the Lands).

A. The Lien Claimant (if claimant is a personal representative or an assignee, this must be stated) asserts a Lien Claim against the Project (as such term is defined in the Lien Regularization Order).

B. The Lien Claimant (if claimant is a personal representative or an assignee, this must be stated) claims a charge against the holdbacks required to be retained under the Provincial Lien Legislation (as such term is defined in the Lien Regularization Order) and any additional amount owed by a payer to the contractor or to any subcontractor whose contract or subcontract was in whole or in part performed by the services or materials that have been supplied by the Lien Claimant in relation to the Project.

Gamma Windows and Walls International Inc.

Per:  Digitally signed by Jimmy Zhao
DN: cn=Jimmy Zhao, o=Gamma Windows & Walls
International Inc., c=CN=Jimmy Zhao
Date: 2024.05.30 15:49:21-04'00'

Name: Jimmy Zhao

Title: Gamma Contracts Manager (The One)

Date: 2024-05-30

**KEB HANNA BANK as trustee of IGIS GLOBAL
PRIVATE PLACEMENT REAL ESTATE FUND
NO. 301 and as trustee of IGIS GLOBAL PRIVATE
PLACEMENT REAL ESTATE FUND NO. 434**
Applicant

and

**MIZRAHI COMMERCIAL
(THE ONE) LP, et al.**
Respondents

Court File No.: CV-23-00707839-00CL

***ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)***

Proceeding commenced at **TORONTO**

AFFIDAVIT OF JIMMY ZHAO

McMillan LLP
Brookfield Place
Suite 4400, 181 Bay Street
Toronto ON M5J 2T3

Glenn Grenier LS#: 32272T
glenn.grenier@mcmillan.ca
Tel: (416) 307-4005

Jeffrey Levine LS#: 55582H
jeffrey.levine@mcmillan.ca
Tel: (416) 865-7791

Lawyers for GAMMA WINDOWS AND WALLS
INTERNATIONAL INC.

**KEB HANNA BANK as trustee of IGIS GLOBAL
PRIVATE PLACEMENT REAL ESTATE FUND
NO. 301 and as trustee of IGIS GLOBAL PRIVATE
PLACEMENT REAL ESTATE FUND NO. 434**
Applicant

and

**MIZRAHI COMMERCIAL
(THE ONE) LP, et al.**

Respondents

Court File No.: CV-23-00707839-00CL

***ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)***

Proceeding commenced at **TORONTO**

**RESPONDING MOTION RECORD OF
GAMMA WINDOWS AND
WALLS INTERNATIONAL INC.
(returnable JUNE 6, 2024)**

McMillan LLP
Brookfield Place
Suite 4400, 181 Bay Street
Toronto ON M5J 2T3

Glenn Grenier LS#: 32272T
glenn.grenier@mcmillan.ca
Tel: (416) 307-4005

Jeffrey Levine LS#: 55582H
jeffrey.levine@mcmillan.ca
Tel: (416) 865-7791

Lawyers for the Respondent,
Gamma Windows and Walls International Inc.